

## Exhibit A

NORTH CAROLINA )

IN THE GENERAL COURT OF JUSTICE

WAKE COUNTY )

DISTRICT COURT DIVISION

TRACY WOODY, )

File No.

Plaintiff, )

ONYX ACCEPTANCE )

CORPORATION, CAPITAL )

ONE AUTO FINANCE, INC., )

GENERAL MOTORS COMPANY/ )

CHEVROLET DIVISION OF GM/ )

GENERAL MOTOR CORP., )

FARM AND RANCH AUTO )

SALES, INC. )

COMPLAINT:

NON MATERIAL DISCLOSURE

VIOLATIONS, TRUTH AND LENDING

ACT, PREDATORY LENDING, FRAUD

MAGNUSON-MOSS WARRANTY ACT,

UNIFORM COMMERCIAL CODE

SUMMARY, FAIR DEBT COLLECTION

PRACTICES ACT, REVOCATION OF

CONTRACT, UNFAIR AND DECEPTIVE

TRADE PRACTICES, LARCENY OF A

MOTOR VEHICLE, FAIR CREDIT

BILLING ACT, FRAUD, PREDATORY

PRACTICES, TRUTH AND

LENDING ACT, NEGLIGENCE, FAIR

CREDIT REPORTING ACT, BREACH OF

CONTRACT, PUNITIVE DAMAGES, &

FAIR CREDIT BILLING ACT

I am requesting that this Honorable Court grant relief from the defendants who made the following violations of the Magnuson-Moss Warranty Act, Uniform Commercial Code Summary entitling a Revocation of contract, Fair Credit Billing Act, Fraud, Fair Debt Collection Practices Act, Unfair and Deceptive Trade Practices Act, Negligence, Non material disclosure violations, Truth and Lending Act ("TILA"), and Predatory Lending Practices based on the following facts:

1. I have a fraud alert on my credit report in which Capital One Auto Finance never called me directly regarding the SUV loan as to whether I applied for the vehicle which is a requirement of the fraud consumer alert protection against all creditors and Fair Credit Reporting Act.

2. Farm and Ranch Auto Sales assured me that the 2003 chevrolet Suburban SUV was in good condition and serviced which is part of the express warranty. Farm and Ranch Auto Sales refused to address the series of defects as they indicated in my response to the Attorney General's Office, Consumer of Protection. It is Negligence on both Capital One Auto Finance subsidiary of Onyx Acceptance Corporation of refusing to address the defects. The Lender is guilty of predatory lending practices since they did not verify if I could pay for the loan and the sales representative at Farm and Ranch Auto Sales was so quick with the transaction I was not asked for any bank statements being self-employed their was not much of any criteria on creditworthiness on whether I could actually pay for the loan and I was rushed out with keys in my hand and that was it. In the UCC code, I did not receive any kind of rescinding form from Farm and Ranch Auto Sales in which is violation of not providing proper material disclosures. General Motors Company as manufacturer is liable for delivery of a vehicle that is defective and non conforming and non performing. The implied warranty is that the SUV was suppose to work for a particular purpose which is conformity and consistency; however, the SUV was nonconforming and inconsistent. Furthermore, immediately after being driven off the lot, the oil had to be changed which indicated that the SUV had not been serviced as stated by the Sales Representative indicated. Farm and Ranch Auto Sales and Onyx Acceptance Corp. is guilty of fraud in that I was defrauded on the good condition of the 2003 SUV was consistently nonconforming and had existing defective problems which included manufactured defects. The SUV turned out to be a heap of expensive

and costly junk. The SUV stranded me and my very young children from infants to younger children since the dealer delivered the defective SUV to me on no less than 6 occasions in various locations such as Clayton, NC, Raleigh, NC, and Salisbury, NC witnessed by Mr. John Tysor, and at a grocery store and along the road witnessed by a family member and senior citizen, Ms. Lillian Woody. I had to get a jump on many occasions, take the battery back to the store, and exchange the battery not having knowledge that the SUV failed to conform due to defects that culminated into the defect of the fuel pump draining the battery and the manufacturers repair defect problem of the fuel tank reading false readings which also contributed to the vehicle cutting off while driving and having to struggle dangerously with the wheel to drift the car on the side of the road. I had to call a wrecker due to the SUV stranding me and my young children and senior citizen family member. Furthermore, the location the SUV was again inoperable was between a visible hill which made the car at high risk of being hit since it was hard to see the vehicle while approaching a hill and very sharp curve. With very little children in the car and a senior citizen as other times being stranded by the SUV while waiting on a wrecker I feared for our safety. With a \$33,687.36 total sale price this SUV should have not had the constant expensive costly problems that have accumulated during the time I had the vehicle. I have had at least 7 used cars with 70,000 miles or more mileage then the SUV for over 4 years each in some 25 year period and I never had a fuel pump go bad in the duration of any of my car purchases which were less than \$12,000 in value; however, the nonconforming SUV with almost 3 times the expense has had a number of



cumulative defective problems which severely impacted its performance. If the vehicle is valued at \$9,000, the \$33,687.36 sale purchase has a misrepresented value on the worth of the SUV when first purchased.

3. On Sunday, April 19, 2009, a towing vehicle hauled the SUV off. It was repossessed as the CAD plus Police Department printout states for 4/19/09 and it was not surrendered. Due to the Bankruptcy Court having jurisdiction on April 22, 2009 case #09-3184 had been properly served on Capital One Auto Finance all action stops from creditors until it has been decided by the Bankruptcy court on the lift of stay and Capital One Auto Finance is guilty of Grand Larceny of a motor vehicle and violation of the Fair Debt Collection Practices Act. The ones towing the vehicle did not identify themselves and they had my personal belongings in the vehicle such as a child required car seat of \$100 value and a locked gas cap paid \$18 while the car was being serviced in January 2009. Through a violation of the Fair Debt Collection Practices Act my account for 6 months activity was told to Mr. John Tysor, who is not an account holder, by the female who was with the group that hauled off the SUV. Mr. John Tysor was told details of my account and he is not an account holder. However, due to the constant cost of nonconformance of the SUV, the cost of expensive repairs added to my severe financial ruin, inability to obtain financing due to receiving higher fees, and bankruptcy. The problems with the SUV has also handicapped my inability to perform work in which travel is a requirement in maintaining homes and meeting consulting customers which has a direct impact on my income; in turn, causes financial ruin and harm not only on my credit but the negative

income and expense in the ability to pay bills. I have reasonable cause to be awarded a revocation of the contract and full refund of all payments and cost of this loan transaction and all cost and expenses of the vehicle according to the Magnuson-Moss Warranty Act and the Uniform Commercial Code Summary of revocation of contract due to the vehicle non performance and defective activity, along with all other relief sought in my Complaint. Due to Capital One Auto Finance and Farm and Ranch Auto Sales selling me a lemon vehicle with an expensive cost of almost \$34,000. The cost of this SUV is a major expense like the value of a home today. The constant stranded, stalled, series of manufactured defects and conditions substantially impaired the value of the SUV to me the consumer at such a high price. The SUV still needs the fuel gauge replaced by the manufacturer, Chevrolet is a division of General Motors Company and engine light came on a few weeks ago and it was attributed to an exhaust check and test to fully repair that problem which would attribute to more of a cost. With the SUV not conforming to its value Farm and Ranch Auto Sales and Capital One Auto Finance violated the Magnuson-Moss Warranty Act and Uniform Commercial Code Summary and thereby a revocation of contract is warranted and necessary. I am also seeking the cost of the battery of \$87.47 and the repair cost of \$538.58 and \$9 towing cost which is an additional \$636.05. Capital One Auto Finance still has possession of the SUV.

4. Capital One Auto Finance never provided proper disclosures that a reduction of \$351.90 was applied to my account and in violation of the Fair Credit Billing Act. This amount was stated by the Bankruptcy Trustee was paid to Capital on my

account. Capital One Auto Finance violated the Fair Credit Billing Act by not providing proper payment disclosures and proper recording to my account in appropriate statement handling and delivery to consumer before the SUV was hauled off. I have not been provided consistent monthly statements since Feb. of 2009 from Capital One Auto Finance. Capital One Auto Finance claimed the contract states a 10.09% APR; however, they claimed to the Bankruptcy Trustee the amount to pay monthly is at a 7% interest rate. I never received any reduced adjustment in payments from Capital One Auto Finance nor any statement of activity regarding this interest rate. The principal amount is disputed. My credit report showed inconsistencies regarding how long the loan should be paid not the 72 month disclosure of the sales contract but a 73 month payment is inaccurate and inconsistent. Article 15 North Carolina Finance Act 1961, c:1053s 53-183; 1957 c1429 s.3; 1961, c:1053 s.1.; 15-164 12 CFR Part 226 Regulation Z) a finance company can not make false statements deceive on representation of rates, terms or conditions of loans and the payments of months of the contract is this fraudulent misrepresentation along with the condition of the SUV which was in fact defective. Fraudulency of the loan from Onyx and Capital One Auto Finance on my credit reports. This unfair and deceptive trade practices overcharge consumers and are not properly disclosed to the consumer from the date of sale onward and during the account activity which is in violation of the Unfair and Deceptive Trade Practices Act and Fair Credit Billing Act and Fair Credit Reporting Act and Truth and Lending Act violations ("TILA").

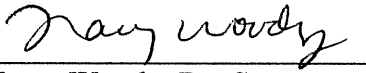
5. Onyx Acceptance Corp was properly served that I was in Bankruptcy and they did not return the SUV nor my materials in the vehicle they repossessed on April 19, 2009 for it in fact was not surrendered. Onyx Acceptance Corp and Capital One are guilty of larceny of a motor vehicle. They violated the Bankruptcy Stay since as of April 24, 2009 from receiving the Bankruptcy notice, they have held the SUV and still have it.

I petition that this Honorable Court:

1. Acknowledges the revocation of the contract, my full refund paid to Capital One Auto Finance of \$8,889.72, reimbursement for the stolen child seat of \$100, locked gas cap of 18, gas I just put in the SUV \$10 in the tank when it was hauled off, 2007 battery and repair purchases mentioned in January 2009 repair bill of \$636.05 which totals 9,653.77 plus cost of using another vehicle while I did not have the SUV in my possession since April 19, 2009 with a cost of renting the car for 5 months at \$300 a month or \$1,500 and counting. Due to the violation of the Fair Debt Collection Practices Act, predatory lending practices, larceny of motor vehicle, Truth and Lending Act, other state and federal statutes, and along with punitive damages.
2. All Onyx Acceptance Corp.'s attorney fees and be charged to Defendants due to their state and federal violations.
3. Punitive, breach of contract, treble damages in fraudulency of loan and defective performance of the SUV and the negative affect it has had on my credit reports in violation of the Fair Credit Reporting Act.

4. Onyx Acceptance Corp contract is revoked according to the UCC and Magnuson Warranty Act and due to the manufactured defects of the 2003 Chevrolet Suburban SUV manufactured by Chevrolet which is a division of General Motors Company.

This the 18<sup>th</sup> day of August, 2009.

  
\_\_\_\_\_  
Tracy Woody, Pro Se

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this date served a copy of the foregoing Affidavit by depositing a copy of the same in the United States Mail, postage prepaid, in an envelope addressed as noted below where service is indicated BY MAIL:

George R. Bell Sr.  
Farm and Ranch Auto Sales, Inc.  
4328 Louisburg Rd.  
Raleigh, NC 27604

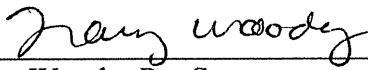
Capital One Auto Finance, Inc.  
Capital One Auto Finance Subsidiary Onyx Acceptance Corporation  
Registered Agent  
327 Hillsborough Street  
Raleigh, NC 27603

Onyx Acceptance Corporation  
c/o Attorney John C. Bircher III  
White & Allen, PA  
1319 Commerce Drive  
P. O. Drawer U  
New Bern, NC 28562

General Motors Company  
General Motor Corporation  
Registered Agent: 30600 Telegraph Rd., Ste 2345  
Bingham Farms, MI 48025

Chevrolet  
Division of GM  
P. O. B. 33170  
Detroit, MI 48232-5170

This 18th day of August, 2009.

  
\_\_\_\_\_  
Tracy Woody, Pro Se

**TABLE OF CONTENTS**

Exhibit A	Capital One Auto Finance Subsidy of Onyx Acceptance Corporation certificate of Service receipt on Voluntary Petition and Bankruptcy case #
B	Attorney General Complaint form against dealer and Capital One
C	Farm and Ranch Sales Advertisement
D	Letter received from Capital One Autofinance on terms of contract
E	Repair and costs
F	Retail Installment Sales Contract mentioning 72 months not 73 month payments and Features of SUV
G	Credit Report that was reported by Capital One
H	Police CadPlus Report of SUV being Repossessed
I	Response of Attorney General's Complaint Info
J	Magnuson-Moss Warranty Act, UCC code, and Unfair and Deceptive Trade Practices Act.

B-1 (Official Form 11/08)

United States Bankruptcy Court				Voluntary Petition	
Name of Debtor (if individual, enter Last, First, Middle): <b>Woody Traus, Michele</b>			Name of Joint Debtor (Spouse) (Last, First, Middle):		
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):			All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):		
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): <b>7712</b>			Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):		
Street Address of Debtor (No. and Street, City, and State): <b>114 Huron Dr. Louisburg, NC</b> <div style="text-align: right;">ZIP CODE <b>27549</b></div>			Street Address of Joint Debtor (No. and Street, City, and State): <div style="text-align: right;">ZIP CODE</div>		
County of Residence or of the Principal Place of Business: <b>Franklin</b>			County of Residence or of the Principal Place of Business:		
Mailing Address of Debtor (if different from street address): <b>4908 Valley Place Raleigh, NC</b> <div style="text-align: right;">ZIP CODE <b>27604</b></div>			Mailing Address of Joint Debtor (if different from street address): <div style="text-align: right;">ZIP CODE</div>		
Location of Principal Assets of Business Debtor (if different from street address above): <div style="text-align: right;">ZIP CODE</div>					
<b>Type of Debtor</b> (Form of Organization) (Check one box.)  <input checked="" type="checkbox"/> Individual (includes Joint Debtors) See Exhibit D on page 2 of this form. <input type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)		<b>Nature of Business</b> (Check one box.)  <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input type="checkbox"/> Other  <b>Tax-Exempt Entity</b> (Check box, if applicable.)  <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).		<b>Chapter of Bankruptcy Code Under Which the Petition is Filed</b> (Check one box.)  <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input checked="" type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13  <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding  <b>Nature of Debts</b> (Check one box.)  <input checked="" type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(3) as "incurred by an individual primarily for a personal, family, or household purpose." <input type="checkbox"/> Debts are primarily business debts.	
<b>Filing Fee</b> (Check one box.)  <input type="checkbox"/> Full Filing Fee attached. <input checked="" type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.			<b>Chapter 11 Debtors</b> Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,100,000. Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).		
<b>Statistical/Administrative Information</b>  <input type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input checked="" type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.					THIS SPACE IS FOR COURT USE ONLY  <div style="font-size: 2em; font-weight: bold;">FILED</div> <div style="font-size: 1.2em;">APR 20 2009</div> <div style="font-size: 0.8em;">STEPHAN J. EDMONDSON, CLERK U.S. BANKRUPTCY COURT EASTERN DISTRICT OF NC</div>
<b>Estimated Number of Creditors</b> <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-3,000 <input type="checkbox"/> 3,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000					
<b>Estimated Assets</b> <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input checked="" type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$5 million <input type="checkbox"/> \$5,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> \$1 billion or more					
<b>Estimated Liabilities</b> <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input checked="" type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$5 million <input type="checkbox"/> \$5,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> \$1 billion or more					



1971

It goes good  
to get  
the best  
of the  
best

## Motor Vehicles Consumer Complaint Form

Please complete this form on your computer, print it and mail it to:

**Consumer Protection**  
Attorney General's Office  
9001 Mail Service Center  
Raleigh, North Carolina 27699-9001  
Telephone: (919) 716-6000  
Fax: (919) 716-6050

From:

Your Name(s):

Tram Woody

Address:

Mailing Address: 4908 Valley Place

City:

Raleigh, NC

State:

NC

Zip:

27604

Telephone: Home:

919-344-3418

Business:

Dealer or Repair Shop Complained About:

Name:

Dealers

Farm & Ranch Auto Sales

Address:

4328 Louzbourg Rd.

City:

Raleigh

State:

NC

Zip:

27604

Telephone:

919-876-7284

Is your complaint about (please check one)?

☐

New car sales practices

☒

Used car sales practices

☒

Warranty

☒

Manufacturing defect

☒

Repairs

☒

Financing or leasing?

File  
Magnuson-Moss Warranty Act  
Uniform Commercial  
Code Summary  
Revocation of contract

Finance Co.  
Capital One Auto Finance  
3901 N. Dallas Parkway  
Plano, TX 75093  
1-800-946-0332  
P.O. B. 260848  
Plano TX 75026-0848

Did you buy your vehicle: New ☐ , Demo ☐ , Used ☒ ?

Make, Model & Year: 2003 Suburban Chevrolet

Date of Purchase: 8/4/06

Where Financed (if relevant):

Name:

Capital One Auto Finance

Address:

3901 N. Dallas Parkway / P.O. B. 260848  
City: Plano TX 75026-0848

Plano

State: TX Zip: 75093

### What does the Consumer Protection Office Do?

The Attorney General's Consumer Protection Office acts to protect the public from unlawful business practices. While we can often assist with the mediation of a dispute, we do not have the authority or resources to act as a lawyer for consumers in individual disputes. We encourage citizens to send us information about suspect business practices because this helps us identify areas for enforcement.

### Instructions

Please explain in the space provided. You may use additional sheets, if necessary. We will send a copy of your complaint to the business you are complaining about, so please type or write clearly. Try to brief, but be sure to tell what happened, when it happened, and where it happened.

If this is a vehicle sales problem, please include copies (not originals) of your bill of sale, credit contract and any correspondence relating to the problem. If this is a used car warranty problem, please include a copy of the warranty and describe specifically any oral warranties or promises made about the condition of the car. If this is a repair problem, please include copies of the repair orders or written estimates.

Explanation: This 2003 SUV has mechanical defect <sup>problem</sup> from the purchase of the car and found out during lengthy discussions with the

The 2003 SUV stopped working within a few months of purchasing the vehicle, <sup>which I mentioned to Capital One Representative</sup> also the middle seat belt in the 2nd row never worked and this was a major problem with children who were transported regularly who ~~were~~ were required by law to seat in seat belts. The last row would get hotter <sup>in the warmer months</sup> because there were no rear and back side windows that could open <sup>up</sup> the car for air. ~~At~~ A child can not sit in the middle row at the middle seat since the seat belt was defective. The child had to sit in the rear. After changing the battery several times, the SUV again stopped working for 6 months last year. Through a thorough discussion with the mechanic I found out that the vehicle had a defective fuel pump which can cause the batteries drain, and after leaving the repair shop and getting stranded again I found out that the fuel pump was defective and has been all this time reporting the wrong fuel in the tank and the manufacturer has to fix it which also contributed to a non working vehicle. There is also a questions on What do you want the company to do? the contract stating 10.0% interest and then stated on the bankruptcy court 7.9% interest.

Full refund paid in the <sup>through</sup> vehicle transaction of 25,088.35 off interest payments plus trustee payments of around 467.88 during 11/18/2006 - 6/18/2008 period. The total purchase of \$33,687.36 a major investment that should be free of defects. According to the Magnuson-Ross Warranty Act, I do intend to exercise my consumer rights by seeking legal counsel and following up in a law suit. The value of the car being \$33,687.36 and the amounts of interest paid and the \$351.90 amount the Bankruptcy Trustee paid Capital One auto finance. The danger of the car is that it cut off while I was driving down the road and the fuel indicator showed gas was in the tank. There was no yellow indicator light on either. With kids in the car, the car shut down we could have been seriously injured and we were stranded just beyond a dangerous curve and nearby hill where visibility was not clear. Correcting my credit as well.

The above statements are true to the best of my knowledge and belief. Signature: Nancy Woodley Date: 4/10/09

**WARNING:** Do not e-mail this form. The Consumer Protection Office currently is not equipped to handle substantive matters in this manner.

The other problem is with the sales contract it states 72 months, however, payments totaled 73 months which credit report reflect inconsistency of the loan. I also had a fraud alert on my credit report. However, I was never directly contacted by Capital One to find out if I actually applied for the vehicle.

# PUBLIC NOTICE!

**4 BIG DAYS!**

## THE AUTO WHOLESALE EXCHANGE

**PICK A VEHICLE - PICK A PAYMENT**

**Is In Raleigh, NC**

**Wednesday**  
**August 16<sup>th</sup>**  
**9am to 9pm**

**Thursday**  
**August 17<sup>th</sup>**  
**9am to 9pm**

**Friday**  
**August 18<sup>th</sup>**  
**9am to 9pm**

**Saturday**  
**August 19<sup>th</sup>**  
**9am to 9pm**

**SAVE UP TO**  
**60% OFF**

**ORIGINAL M.S.R.P.**  
**ON HUNDREDS OF**  
**CARS, TRUCKS,**  
**VANS & SUVs!**

**Farm & Ranch Auto Sales**  
**4328 Louisburg Rd., Raleigh, NC**  
**919-876-7286**

**Has Been Designated The EXCLUSIVE SITE For This INCREDIBLE**  
**AUTOMOTIVE SAVINGS EVENT!**

**OVER 150 VEHICLES**

**CASH ALLOWANCE BACK TO THE CUSTOMER UP TO \$2000<sup>00</sup>**

**Used Chryslers, Jeeps, KIA's & Hondas**

**EVERY MODEL!**

**GET UP TO**  
**\$3000**  
**MORE**  
**FOR YOUR**  
**TRADE**

**DURING THIS**  
**AMAZING**  
**EVENT!**

**PAYMENTS**  
**AS LOW AS**  
**\$99!**  
**PER MONTH\***

**ASK ABOUT**  
**NO**  
**PAYMENTS**  
**FOR 90**  
**DAYS!**

**LENDERS ON-SITE WITH OVER '20 MILLION TO LOAN!**

**US Auto Liquidators**  
**of NC**

This check to be used at Farm & Ranch Auto Sales for the down payment on a used car, truck, van or SUV during August 16<sup>th</sup> - August 19<sup>th</sup>, 2006.

11126

DATE August 16th, 2006

PAY  
TO THE  
ORDER OF

Farm & Ranch Auto Sales in Raleigh, NC

\$ **599.11**

Five Hundred Ninety Nine Dollars and 11/100

DOLLARS

FOR To be used for the purchase of a vehicle only at Farm & Ranch Auto Sales

NOT REDEEMABLE FOR CASH

\*plus tax, tag and \$299.50 doc fee with approved credit and subject to acceptable lender approval. Example based on '01 Chevy Cavalier P2625, sale price: \$5,000 or \$19 down and \$99 per month for 60 months @ 6% a.p.r. subject to acceptable lender approval. The amount of down payment is determined by customer's credit-worthiness and may require a larger equity position. All bankruptcies must be disclosed.

**CapitalOne** | auto finance

Capital One Auto Finance, Inc.  
P. O. Box 93016  
Long Beach, CA 90809-3016

08/29/06



9543

TRACY WOODY  
1322 HOLMAN STREET  
RALEIGH, NC 27601

Dear TRACY WOODY,

Congratulations on your recent vehicle purchase. We sincerely hope that your new CHEVROLE will provide you with many years of reliable service.

Your dealer has assigned your account to Capital One Auto Finance, Inc. (COAF) or COAF's subsidiary, Onyx Acceptance Corporation, and COAF is servicing your account. You will be receiving a monthly billing statement 7 - 10 days prior to your due date, which will make it convenient to mail your payments each month. However, if you have not received the statement by your first payment date of 10/03/06, please mail the payment directly to us so that it arrives by the scheduled due date

The address for your payment is:

Capital One Auto Finance, Inc.  
P. O. Box 93016  
Long Beach, CA 90809-3016

The following disclosures apply to your loan:

Loan Account Number: 4830323  
Loan Type Number: 1001  
Maturity date: 09/03/12  
Payment Amount: \$467.88  
Annual Percentage Rate: 10.09%

73 mos

As a condition of your finance contract, please remember to keep us informed of any address or telephone number changes. You must also keep your vehicle insured for physical damage during the term of the finance contract with a minimum policy term of six months. All renewals of your physical damage insurance should have a minimum policy term of six months.

Please include your loan account number on any payment or correspondence you send us. To protect your credit, plan on making your payments on time. If you have any questions concerning your account, you may call us toll free at 1-800-946-0332. We may monitor and record all contacts with you to assure quality service.

Very truly yours,

Capital One Auto Finance, Inc.



## Transaction History Report

Date: 8/21/2008

Time: 2:32:28PM

Account # 48302211001 Borrower: TRACEY WOODY Transaction Types: ALL Transaction Level: ALL From: 08/19/2006 To: 08/31/2008													
Process Date	Seq	Interest	Principal	Misc1	Balance	Effective Date	Tr.Code	Action/Field	Change Data	Misc3 N	Total	Int Adj	Desc
08/02/2008	002	.00	.00	5.00	20,131.18	08/02/2008	46	L		.00	.00	.00000	****
07/03/2008	005	.00	.00	5.00	20,131.18	07/03/2008	46	L		.00	.00	.00000	****
06/02/2008	007	.00	.00	5.00	20,131.18	06/02/2008	46	L		.00	.00	.00000	****
05/03/2008	008	16.74	.00	.00	20,430.10	05/03/2008	30	S		.00	.00	.00000	****
05/03/2008	009	168.96	298.92	.00	20,131.18	05/03/2008	30	A		.00	467.88	.00000	ACHP
04/03/2008	009	17.55	.00	.00	20,720.89	04/03/2008	30	S		.00	.00	.00000	****
04/03/2008	001	177.09	290.79	.00	20,430.10	04/03/2008	30	A		.00	467.88	.00000	ACHP
04/02/2008	008	.00	.00	5.00	20,720.89	04/02/2008	46	L		.00	.00	.00000	****
03/03/2008	009	17.22	.00	.00	21,014.97	03/03/2008	30	S		.00	.00	.00000	****
03/03/2008	001	173.80	294.08	.00	20,720.89	03/03/2008	30	A		.00	467.88	.00000	ACHP
02/02/2008	001	26.68	.00	.00	21,213.61	02/02/2008	30	S		.00	.00	.00000	****
02/02/2008	002	269.24	198.64	.00	21,014.97	02/02/2008	30	A		.00	467.88	.00000	ACHP
12/18/2007	007	18.25	.00	.00	21,497.26	12/18/2007	30	S		.00	.00	.00000	****
12/18/2007	008	184.23	283.65	.00	21,213.61	12/18/2007	30	A		.00	467.88	.00000	ACHP
11/17/2007	001	17.90	.00	.00	21,784.48	11/17/2007	30	S		.00	.00	.00000	****
11/17/2007	002	180.66	287.22	.00	21,497.26	11/17/2007	30	A		.00	467.88	.00000	ACHP
10/18/2007	005	183.02	284.86	.00	21,784.48	10/18/2007	30	A		.00	467.88	.00000	ACHP
09/18/2007	009	197.62	270.26	.00	22,069.34	09/18/2007	30	A		.00	467.88	.00000	ACHP
08/17/2007	003	.62	.00	.00	22,613.69	08/17/2007	30	S		.00	.00	.00000	****
08/17/2007	004	193.79	274.09	.00	22,339.60	08/17/2007	30	A		.00	467.88	.00000	ACHP
07/17/2007	006	18.19	.00	.00	22,898.00	07/17/2007	30	S		.00	.00	.00000	****
07/17/2007	007	183.57	284.31	.00	22,613.69	07/17/2007	30	A		.00	467.88	.00000	ACHP
06/18/2007	008	25.95	.00	.00	23,104.02	06/18/2007	30	S		.00	.00	.00000	****
06/18/2007	009	261.86	206.02	.00	22,898.00	06/18/2007	30	A		.00	467.88	.00000	ACHP
05/08/2007	002	21.75	.00	.00	23,352.42	05/08/2007	30	S		.00	.00	.00000	****
05/08/2007	003	219.48	248.40	.00	23,104.02	05/08/2007	30	A		.00	467.88	.00000	ACHP
04/04/2007	005	21.98	.00	.00	23,598.50	04/04/2007	30	S		.00	.00	.00000	****
04/04/2007	006	221.80	246.08	.00	23,352.42	04/04/2007	30	A		.00	467.88	.00000	ACHP
03/01/2007	008	17.02	.00	.00	23,894.64	03/01/2007	30	S		.00	.00	.00000	****
03/01/2007	009	171.74	296.14	.00	23,598.50	03/01/2007	30	A		.00	467.88	.00000	ACHP
02/03/2007	008	24.44	.00	.00	24,115.85	02/03/2007	30	S		.00	.00	.00000	****
02/03/2007	009	246.67	221.21	.00	23,894.64	02/03/2007	30	A		.00	467.88	.00000	ACHP
12/28/2006	002	16.05	.00	.00	24,421.71	12/28/2006	30	S		.00	.00	.00000	****

# Transaction History Report

Date: 8/21/2008  
Time: 2:32:28PM

Account #		Borrower				Transaction Type			Transaction Level		From		To	
4603231001		TRACY WOODY				ALL			ALL		08/02/2006		08/21/2008	
Process Date	Seq	Interest	Principal	Misc1	Balance	Effective Date	Tr.Code	Action/Field	Change Data	Misc3 N	Total	Int Adj	Desc	
12/28/2006	003	162.02	305.86	.00	24,115.85	12/28/2006	30	A		.00	467.88	.00000	ACHP	
12/04/2006	001	21.63	.00	.00	24,671.34	12/04/2006	30	S		.00	.00	.00000	****	
12/04/2006	002	218.25	249.63	.00	24,421.71	12/04/2006	30	A		.00	467.88	.00000	ACHP	
11/02/2006	005	21.16	.00	.00	24,925.62	11/02/2006	30	S		.00	.00	.00000	****	
11/02/2006	006	213.60	254.28	.00	24,671.34	11/02/2006	30	A		.00	467.88	.00000	ACHP	
10/02/2006	009	50.24	.00	.00	25,088.35	10/02/2006	30	S		.00	.00	.00000	****	
10/02/2006	001	305.15	162.73	.00	24,925.62	10/02/2006	30	A		.00	467.88	.00000	ACHP	



Pg 21 of 93

421-267041586  
FIVE POINT SERVICE  
1647 MENARD ST  
PHOENIX, AZ 85031  
910-834-8539

PERCENT 828 999000/57 9 001  
DATE : 01/0/95 05:57 95

INVOICE # 12345  
 ORDER # 1234567890  
 VISA

PAGE # 19  
 SENT # 15  
 AUTH # 17354

DATE: 04-03-2004

I AGREE TO PAY THE ABOVE  
TOTAL AMOUNT ACCORDING  
TO CARD ISSUER AGREEMENT

# 1

TOP - 225 - PNEUMATIC BOTTOM - 2200 HOURS

PLO  
1/28/09

**BUILT**

AMOUNT

285-  
1895

FIVE POINTS SERVICE CENTER  
1547 GLENWOOD AVE.  
RALEIGH, NC 27608

(919) 834-8539

NAME <b>TRACY WOOD</b>		DELIVERY YES <input type="checkbox"/>		TIME AM	
ADDRESS		NO <input type="checkbox"/>		TIME AM	
CITY		YEAR		MAKE	
BILL TO		03 CHAS		LICENSE	
ADDRESS		80		SPEEDOMETER	
PHONE WHEN READY YES <input type="checkbox"/> NO <input type="checkbox"/>		RES. PHONE		BUS. PHONE 343-3418	
		MOTOR NO		5	
OPER. NO.		REPAIR ORDER - LABOR INSTRUCTIONS			
		LABOR + PARTS FULL TANK PER MOTOR & REINSTALL TANK / PARTS THAT WAS DATED SHIP DATE of 1/07 WAS A 3 YEAR FRAG REPLACEMENT / WAS			
		NOTE: FULL TANK A LITTLE off REAL ABOVE & WITHIN EMPT.			
		TOTAL FOR LABOR PERFORM			
*Any warrantee on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied or fitness for a particular purpose, and neither assumes nor authorizes any other person in connection with the sale of said products.*					

QTY.	GAS, OIL AND ATF	PRICE	BILLING INFO.	INTERNAL	
				ACCT.	COSE
	GALS. GAS @		<input type="checkbox"/> CASH		
	QTS. OIL @		<input type="checkbox"/> CHARGE		
	QTS. ATF @		<input type="checkbox"/> INTERNAL		
TOTAL - GAS, OIL AND ATF			OK'D BY		

Replaced parts will be returned if you request them when the repairs are ordered. (You may inspect those parts which must be returned to the manufacturer).

Replaced Parts Requested By Customer (Please Check) ☐ Yes ☐ No

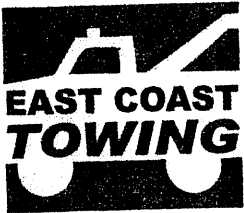
I hereby authorize the above repairs to be done along with necessary materials. You and your employees may operate above vehicle for purpose of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereto. It is understood that this company assumes no responsibility for loss or damage by theft or fire to vehicles placed with them for storage, sale, repair or while road testing.

**AUTHORIZED BY**

DATE    /    /   

WHITE - ( )  
YELLOW





1528 Mechanical Blvd.  
Garner, NC 27529  
(919) 835-0705  
Fax: (919) 662-0826  
www.eastcoasttowing.net

TOWING SERVICE

313046

2/12/09

B  
I  
L  
L  
T  
O

woody

CASH

CHARGE

ON ACCOUNT

DATE 2/2/09		TIME 2:00	REQUESTED BY T/A
OWNER woody			
YEAR 02	MAKE/MODEL/COLOR SUB 1500 BLK		TAG #
VIN			MILEAGE BEFORE TOWING
LOCATION OF VEHICLE Buffalo		TOWED TO Greenwood	
MILEAGE		SERVICE TIME	
FINISH	FINISH	FINISH	
START	START	START	
TOTAL 6	TOTAL	TOTAL	
EXTRA TIME			

VEHICLE WILL NOT BE RELEASED UNTIL WRECKER SERVICE IS PAID

REMARKS:

1677B  
ck 1050

MILEAGE CHG.

TOWING CHG.

LABOR CHG.

STORAGE CHG.

2nd TOW

SIGNATURE OF CAR OWNER OR AGENT

DATE

SIGNATURE OF TOW OPERATOR

DATE

TOTAL

9 00



SUPERCENTER  
WE SELL FOR LESS  
MANAGER STACEY TREADWAY  
1725 NEW HOPE CHURCH ROAD  
RALEIGH, NC  
ST# 2058 OP# 00002848 TE# 95 TR# 08654

*****	EXCHANGE SLIP	*****
MAXX-75N	068113107881 D	72.94-X
BATT CORE FE	068113107867	9.00-T
MAXX-75N	068113107881	72.94 X
BATT CORE FE	068113107867	9.00 T
	SUBTOTAL	0.00
	TOTAL	0.00

CASH TEND	0.00
CHANGE DUE	0.00

	NET REFUND ITEMS	81.94-
SUMMARY	NET EXCH/SALE ITEMS	81.94
	TOTAL TAX	5.53
	MDSE TOTAL	87.47

# ITEMS SOLD 2

TC# 8006 3694 3010 1268 6923



\*\*\*\*\*SAVE RECEIPT\*\*\*\*\*  
\* RETURN OLD BATTERY FOR PROPER \*  
\*RECYCLING AND REFUND OF BATTERY\*  
\* DEPOSIT WITH THIS RECEIPT \*  
\*\*\*\*\*

Get real-world money-saving tips and  
ideas at [walmart.com/connectandshare](http://walmart.com/connectandshare)  
01/28/09 16:04:16

1/30/09

WE REMOVED A BATTERY  
FOR NLS WOOD? THAT HAD  
A MFG DATE OF ~~11/11/08~~ DEC/08  
A SHIP DATE OF 01/08  
THE LABEL STATED 3 YEAR  
FAIR REPLACEMENT



**CapitalOne®** auto finance<sup>SM</sup>

Pg 26 of 93

Reference #: 0000955701  
4030019Capital One Auto Finance, Inc.  
P. O. Box 93016  
Long Beach, CA 90809-3016

08/29/06



9543

TRACY WOODY  
1322 HOLMAN STREET  
RALEIGH, NC 27601

Dear TRACY WOODY,

Congratulations on your recent vehicle purchase. We sincerely hope that your new CHEVROLET will provide you with many years of reliable service.

Your dealer has assigned your account to Capital One Auto Finance, Inc. (COAF) or COAF's subsidiary, Onyx Acceptance Corporation, and COAF is servicing your account. You will be receiving a monthly billing statement 7 - 10 days prior to your due date, which will make it convenient to mail your payments each month. However, if you have not received the statement by your first payment date of 10/03/06, please mail the payment directly to us so that it arrives by the scheduled due date.

The address for your payment is:

Capital One Auto Finance, Inc.  
P. O. Box 93016  
Long Beach, CA 90809-3016

The following disclosures apply to your loan:

Loan Account Number: 4830323

Loan Type Number: 1001

Maturity date: 09/03/12

Payment Amount: \$467.88

Annual Percentage Rate: 10.09%

As a condition of your finance contract, please remember to keep us informed of any address or telephone number changes. You must also keep your vehicle insured for physical damage during the term of the finance contract with a minimum policy term of six months. All renewals of your physical damage insurance should have a minimum policy term of six months.

Please include your loan account number on any payment or correspondence you send us. To protect your credit, plan on making your payments on time. If you have any questions concerning your account, you may call us toll free at 1-800-946-0332. We may monitor and record all contacts with you to assure quality service.

Very truly yours,

Capital One Auto Finance, Inc.

1001-01  
Contr  
73 mos.

**MOST LENDERS  
REQUIRE 25%  
DOWN**

proof, that this Order cancels and supercedes any prior agreement and as of the date hereof and that **THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY** and that **NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN** **BEEN THE PARTIES HERETO BASED ON SUCH TERMS.** Purchaser by his exclusion of and has received a true copy of this Order.

DATE \_\_\_\_\_

ED BY

DEALER OR HIS AUTHORIZED REPRESENTATIVE

# 36-1AILED 11/11/10 Entered 11/11/10 12:47:00 SIMPLE FINANCE CHARGE THIS IS A CONSUMER CREDIT DOCUMENT

Dealer Number \_\_\_\_\_ Contract Number \_\_\_\_\_

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) <b>TRACY MICHELLE WOODY</b>  1322 HOLMAN ST RALEIGH, NC 27601- WAKE	Creditor - Seller (Name and Address) <b>FARM &amp; RANCH AUTO SALES INC</b> 4328 LOUISBURG ROAD RALEIGH NC 27604-
---	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
	2003	Chevrolet	3GNRC162X3G258568	<input checked="" type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
10.09 %	\$ 8599.01	\$ 25088.35	\$ 33687.36	\$ 33687.36

## Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	467.88	Monthly beginning 10/03/2006

Or As Follows:

**Late Charge.** If payment is not received in full within 10 days after it is due, you will pay a late charge of 5 % of the part of the payment that is late. If the vehicle is primarily for personal, family, household, or agricultural use, the maximum charge for each late payment will be \$ 6.00.

**Prepayment.** If you pay off all your debt early, you will not have to pay a penalty.

**Security Interest.** You are giving a security interest in the vehicle being purchased.

**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

## ITEMIZATION OF AMOUNT FINANCED

- Cash Price (including \$ 719.85 sales tax) \$ 24714.85 (1)
- Total Downpayment =
 

Trade-in	(Year)	(Make)	(Model)	
Gross Trade-In Allowance				\$ N/A
Less Pay Off Made By Seller				\$ N/A
Equals Net Trade In				\$ .00
+ Cash				\$ N/A
+ Other				\$ N/A
(If total downpayment is negative, enter "0" and see 4H below)				\$ .00 (2)
				\$ 24714.85 (3)
- Unpaid Balance of Cash Price (1 minus 2)
- Other Charges Including Amounts Paid to Others on Your Behalf  
(Seller may keep part of these amounts):
 

A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.			
Life	\$	N/A	
Disability	\$	N/A	
			\$ N/A

**Insurance.** You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below. Your decision to buy or not buy other insurance will not be a factor in the credit approval process. If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

## Check the insurance you want and sign below: Optional Credit Insurance

- ☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both  
☐ Credit Disability (Buyer Only)

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name \_\_\_\_\_

Home Office Address \_\_\_\_\_

**Credit life insurance and credit disability insurance are not required to obtain credit.** Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

## Other Insurance

☐ N/A \_\_\_\_\_ N/A \_\_\_\_\_  
 Type of Insurance Term

Premium \$ N/A

Insurance Company Name \_\_\_\_\_



E Government Taxes Not Included in Cash Price  
F Government License and/or Registration Fees  
LIC. FEE  
G Government Certificate of Title Fees  
H Other Charges (Seller must identify who is paid and describe purpose)

\$ N/A  
\$ N/A  
\$ 34.00  
\$ 40.00  
\$ N/A  
\$ N/A  
\$ N/A  
\$ N/A  
\$ N/A  
\$ N/A

to for Prior Credit or Lease Balance  
to for  
to FARM & RAN for DOC FEE  
to for  
to for  
to for  
to for

Total Other Charges and Amounts Paid to Others on Your Behalf \$ (4)

5 Amount Financed (3 + 4) \$ 25088.35 (5)

I want the insurance checked above.

X  
Buyer Signature Date

X  
Co-Buyer Signature Date

**THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.**

**Returned Check Charge:** You agree to pay a charge of \$ 25.00 if any check you give us is dishonored.

☐ **VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance):** If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. **You may choose the insurance company through which the VSI insurance is obtained.** If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in Item 4B of the ITEMIZATION OF AMOUNT FINANCED. The coverage is for the initial term of the contract.

**OPTION:** ☐ You pay no finance charge if the amount financed, Item 5, is paid in full on or before N/A, Year . SELLERS INITIALS

### NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X Co-Buyer Signs X  
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.  
**See back for other important agreements.**

**NOTICE TO RETAIL BUYER:** Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

**You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.**

Buyer Signs X Date 08/19/06 Co-Buyer Signs X Date

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X  
Seller signs FARM & RANCH AUTO SALES INC Date 08/19/06 By X Address 4328 LOUISBURG BOA PALETON NC 27504 Title

Seller assigns its interest in this contract to ONLY ACCEPTANCE COMP (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☐ Assigned without recourse ☐ Assigned with limited recourse

FARM & RANCH AUTO SALES INC

Seller By Title



SUBURBAN 1500 - 2WD

C 5300 V8 FLEX FUEL ENGINE

EXTERIOR

DK GRAY METALLIC

AUTOMATIC TRANSMISSION

INTERIOR

GRAY TRIM

**DARD EQUIPMENT**

atured Below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

TY AND SECURITY FEATURES  
L LEVEL FRONT DRIVER & RT  
T PASSENGER AIR BAG WITH  
IT PASSENGER SENSING SYSTEM  
HEEL DISC BRAKES WITH ABS  
TER DOOR LOCKS WITH KEY FOB  
TIME RUNNING LIGHTS  
OMATIC HEADLAMPS  
GRATED SAFETY BELTS  
FT DETERRENT IGNITION  
DPROOF REAR DOOR LOCKS  
ER LOCKOUT PREVENTION  
LAMPS

ENIENCE FEATURES  
DUCTIBLE BUMPER-BUMPER  
AR/36,000 MILE LIMITED  
RANTY SEE DLR FOR DETAILS  
VER WINDOWS  
VER DRIVER FRONT SEAT  
NT SPLIT BENCH SEAT  
ZONE MANUAL AIR COND

•AUXILIARY REAR HEAT  
•AM/FM RADIO WITH CASS & CD  
•TILT STEERING WHEEL  
•CRUISE CONTROL  
•ROOF MOUNTED CARRIER RAILS  
•REAR WINDOW DEFOGGER  
•SIDE MOUNTED ASSIST STEPS  
•CARPETED FLOOR MATS  
•UNDERBODY MOUNTED SPARE TIRE  
•POWER & HEATED OUTSIDE MIRRORS  
•24 HOUR ROADSIDE ASSISTANCE  
•GAUGE PACKAGE W/TACHOMETER  
•VEH FUNCTION MONITORING SYSTEM  
•INSIDE MIRROR W/COMPASS & TEMP  
POWERTRAIN/CHASSIS FEATURES  
•AUTO TRANS WITH TOW/HAUL MODE  
•16" TIRES AND ALUMINUM WHEELS  
•LOAD LEVELING SHOCK ABSORBERS  
•EXTENDED LIFE ENGINE COOLANT  
•STAINLESS STEEL EXHAUST

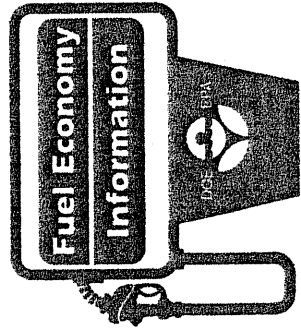
**GASOLINE  
CITY MPG**

**14**

age will vary with  
living conditions,  
its and vehicle  
Results reported to  
te that the majority  
with these estimates  
between

mpg in the city  
between

**FLEXIBLE FUEL\***



2003 C1500 SUBURBAN 2WD  
5.3 LITER V8 ENGINE  
FUEL INJECTION, AUTOMATIC  
4 SPD ELECTRONIC TRANS  
CATALYST, FEEDBACK FUEL SYSTEM

ESTIMATED ANNUAL FUEL COST: \$1551

**GASOLINE  
HIGHWAY MPG**

**18**

For comparison shopping,  
all vehicles classified as  
SPECIALLY PURPOSE  
have been issued mileage  
ratings ranging from  
10 to 25 mpg city and  
13 to 31 mpg highway.

All fuel economy values  
on this label pertain to  
GASOLINE fuel usage.  
ETHANOL (E85) fuel usage

this vehicle to others in the FREE FUEL ECONOMY GUIDE available at the dealer.



The Most Dependable, Longest-Lasting Trucks.  
**CHEVY TRUCKS**

Division of General Motors Corporation

MANUFACTURER'S SUGGESTED RETAIL PRICE

**STANDARD VEHICLE PRICE**

**\$36,830.00**

Options Installed by Manufacturer

SUBURBAN LT PREFERRED EQUIPMENT GROUP: 4,130.00

- \* 6 WAY POWER HEATED BUCKET SEATS WITH DRIVER MEMORY INCLUDES POWER ADJUST PEDALS IN DASH 6 CD PLAYER
- REAR SEAT AUDIO CONTROLS & BOSE (R) PREMIUM SPEAKERS
- \* 1ST AND 2ND ROW LEATHER SEATING SURFACES
- \* PWR FOLD AND ADJUST HEATED OUTSIDE MIRROR WITH TURN SIG AND DRIVER SIDE AUTO DIMMING
- \* ELECTRONIC CLIMATE CONTROL
- \* ONSTAR COMMUNICATIONS SYSTEM INCL 1YR SAFE & SOUND PLAN
- \* STEERING WHL MOUNTED CONTROL
- 7000 LBS GVW RATING
- FEDERAL/NY/VT EMISSIONS
- REAR AXLE - 3.73 RATIO
- P265/70R16 BW TIRES
- CARGO DOORS

NO CHARGE  
NO CHARGE  
NO CHARGE  
NO CHARGE  
NO CHARGE

**4,130.00**

TOTAL OPTIONS

# STANDARD EQUIPMENT

Items Featured Below are Included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- SAFETY AND SECURITY FEATURES
- DUAL LEVEL FRONT DRIVER & RT FRONT PASSENGER AIR BAG WITH RT FRT PASSENGER SENSING SYSTEM
- 4 WHEEL DISC BRAKES WITH ABS
- POWER DOOR LOCKS WITH KEY FOB
- DAYTIME RUNNING LIGHTS
- AUTOMATIC HEADLAMPS
- INTEGRATED SAFETY BELTS
- THEFT DETERRENT IGNITION
- CHILDPROOF REAR DOOR LOCKS
- DRIVER LOCKOUT PREVENTION
- FOG LAMPS
- CONVENIENCE FEATURES
- NO DEDUCTIBLE BUMPER-BUMPER 3 YEAR/36,000 MILE LIMITED WARRANTY SEE DLR FOR DETAILS
- POWER WINDOWS
- POWER DRIVER FRONT SEAT
- FRONT SPLIT BENCH SEAT
- TRI-ZONE MANUAL AIR COND

- AUXILIARY REAR HEAT
- AM/FM RADIO WITH CASS & CD
- TILT STEERING WHEEL
- CRUISE CONTROL
- ROOF MOUNTED CARRIER RAILS
- REAR WINDOW DEFOGGER
- SIDE MOUNTED ASSIST STEPS
- CARPETED FLOOR MATS
- UNDERBODY MOUNTED SPARE TIRE
- POWER & HEATED OUTSIDE MIRRORS
- 24 HOUR ROADSIDE ASSISTANCE
- GAUGE PACKAGE W/TACHOMETER
- VEH FUNCTION MONITORING SYSTEM
- INSIDE MIRROR W/COMPASS & TEMP POWERTRAIN/CHASSIS FEATURES
- AUTO TRANS WITH TOW/HAUL MODE
- 16" TIRES AND ALUMINUM WHEELS
- LOAD LEVELING SHOCK ABSORBERS
- EXTENDED LIFE ENGINE COOLANT
- STAINLESS STEEL EXHAUST

Compare this vehicle to others in the FREE FUEL ECONOMY GUIDE available at the dealer.

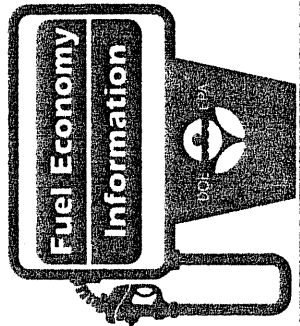
**GASOLINE  
CITY MPG**

**14**

**FLEXIBLE FUEL\***

**GASOLINE  
HIGHWAY MPG**

**18**



Actual mileage will vary with options, driving conditions, driving habits and vehicle condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between

11 and 17 mpg in the city and between 15 and 21 mpg on the highway.

2003 C1500 SUBURBAN 2WD  
5.3 LITER V8 ENGINE  
FUEL INJECTION, AUTOMATIC  
4 SPD ELECTRONIC TRANS  
CATALYST, FEEDBACK FUEL SYSTEM

ESTIMATED ANNUAL FUEL COST: \$1551

For comparison shopping, all vehicles classified as SPECIAL PURPOSE have been issued mileage ratings ranging from 10 to 21 mpg city and 13 to 31 mpg highway.

All fuel economy values on this label pertain to GASOLINE fuel usage. ETHANOL (E85) fuel usage will yield different values. See the free Fuel Economy Guide for information on ETHANOL (E85).

**\*This vehicle operates on REGULAR GASOLINE and ETHANOL (E85).**

[www.fueleconomy.gov](http://www.fueleconomy.gov)

DEALER TO WHOM DELIVERED  
HENDRICK CHEVROLET-HUMMER  
100 AUTO MALL DR  
CARV NC 27614

FINAL ASSEMBLY GTO. MEX

ORDER NO GBQKOD  
MODEL NO CC15906

# STANDARD VEHICLE PRICE

Options Installed by Manufacturer

\$36,8

## SUBURBAN LT PREFERRED EQUIPMENT GROUP:

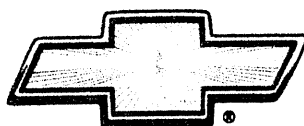
- \* 6 WAY POWER HEATED BUCKET SEATS WITH DRIVER MEMORY INCLUDES POWER ADJUST PEDALS IN DASH 6 CD PLAYER
- REAR SEAT AUDIO CONTROLS & BOSE (R) PREMIUM SPEAKERS
- \* 1ST AND 2ND ROW LEATHER SEATING SURFACES
- \* PWR FOLD AND ADJUST HEATED OUTSIDE MIRROR WITH TURN SIG AND DRIVER SIDE AUTO DIMMING
- \* ELECTRONIC CLIMATE CONTROL
- \* ONSTAR COMMUNICATIONS SYSTEM INCL 1YR SAFE & SOUNDED CONTROL
- \* STEERING WHL MOUNTED CONTROL
- 7000 LBS GVW RATING
- FEDERAL/NY/VT EMISSIONS
- REAR AXLE - 3.73 RATIO
- P265/70R16 BW TIRES
- CARGO DOORS

## TOTAL OPTIONS

TOTAL VEHICLE & OPTIONS	\$40,8
DESTINATION CHARGE	
<b>TOTAL VEHICLE PRICE*</b>	<b>\$41,7</b>

[www.chevrolet.com](http://www.chevrolet.com)

This label has been applied pursuant to Federal law—Do not remove prior to delivery to the ultimate purchaser. \*Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options or accessories not listed above. Label issued at Lincoln, NE.



The Most Dependable, Longest-Lasting Trucks.

# CHEVY TRUCKS

EXTERIOR DK GRAY METALLIC

INTERIOR GRAY TRIM

Division of General Motors Corporation

GM

MANUFACTURER'S SUGGESTED RETAIL PRICE

## STANDARD VEHICLE PRICE

\$36,830.00

Options Installed by Manufacturer

SUBURBAN LT PREFERRED EQUIPMENT 4,130.00

### GROUP:

- \* 6 WAY POWER HEATED BUCKET SEATS WITH DRIVER MEMORY INCLUDES POWER ADJUST PEDALS IN DASH 6 CD PLAYER REAR SEAT AUDIO CONTROLS & BOSE (R) PREMIUM SPEAKERS
- \* 1ST AND 2ND ROW LEATHER SEATING SURFACES
- \* PWR FOLD AND ADJUST HEATED OUTSIDE MIRROR WITH TURN SIG AND DRIVER SIDE AUTO DIMMING
- \* ELECTRONIC CLIMATE CONTROL
- \* ONSTAR COMMUNICATIONS SYSTEM INCL 1YR SAFE & SOUND PLAN
- \* STEERING WHL MOUNTED CONTROL

7000 LBS GVW RATING

FEDERAL/NY/VT EMISSIONS

REAR AXLE - 3.73 RATIO

P265/70R16 BW TIRES

CARGO DOORS

NO CHARGE  
NO CHARGE  
NO CHARGE  
NO CHARGE  
NO CHARGE

TOTAL OPTIONS

4,130.00

CHARGE in the Standard Vehicle Price Shown at Right

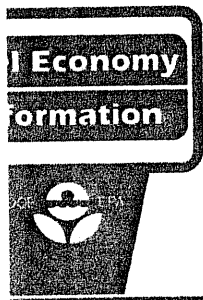
- AUXILIARY REAR HEAT
- AM/FM RADIO WITH CASS & CD
- TILT STEERING WHEEL
- CRUISE CONTROL
- ROOF MOUNTED CARRIER RAILS
- REAR WINDOW DEFOGGER
- SIDE MOUNTED ASSIST STEPS
- CARPETED FLOOR MATS
- UNDERBODY MOUNTED SPARE TIRE
- POWER & HEATED OUTSIDE MIRRORS
- 24 HOUR ROADSIDE ASSISTANCE
- GAUGE PACKAGE W/TACHOMETER
- VEH FUNCTION MONITORING SYSTEM
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- POWERTRAIN/CHASSIS FEATURES
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- 16" TIRES AND ALUMINUM WHEELS
- LOAD LEVELING SHOCK ABSORBERS
- EXTENDED LIFE ENGINE COOLANT
- STAINLESS STEEL EXHAUST

FUEL ECONOMY GUIDE available at the dealer

## BLE FUEL\*

GASOLINE  
HIGHWAY MPG

# 18



UBURBAN 2WD  
ENGINE  
ON, AUTOMATIC  
RONIC TRANS  
EEDBACK FUEL SYSTEM

ANNUAL FUEL COST: \$1551

For comparison shopping,  
all vehicles classified as  
SPECIAL PURPOSE  
have been issued mileage  
ratings ranging from  
10 to 25 mpg city and  
13 to 31 mpg highway.

All fuel economy values  
on this label pertain to  
GASOLINE fuel usage.  
ETHANOL (E85) fuel usage  
will yield different values  
See the free Fuel Economy  
Guide for information on  
ETHANOL (E85)

ILAR GASOLINE and ETHANOL (E85).

leconomy.gov

TOTAL VEHICLE & OPTIONS \$40,960.00

DESTINATION CHARGE 815.00

TOTAL VEHICLE PRICE\* \$41,775.00

www.chevrolet.com

FINAL ASSEMBLY GTO. MEX

ORDER NO GBQKQD  
MODEL NO CC15906  
SALES CODE E  
DEALER NO 16-153

This label has been applied pursuant to Federal law—Do not remove prior to delivery to the ultimate purchaser. \*Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options or accessories not listed above, local taxes or license fees.  
10335604 ©2002 General Motors Corporation.

# DI

I 3GNEC167Y3G268568

Exhibit A

Dispatch Inquiry  
06/04/09 10:15

CADPlus  
By EDS, Inc.

Printed By: MBG3004

Agency : CClass :  
Begin : 01/01/09 00:00:00 Neigh :  
End : 06/04/09 10:14:03 Distrct :  
Status : Group :  
Recvd : Officer:  
Busness:

Area :  
Beat :  
Zone :  
Unit :

Address: 4720\*\*VALLEY STREAM\*DR\*

Report	Address	Dispatch ID	Officer	Date	Time	Dsp	Call Class
1	4720	VALLEY STREA	WINKLE, M	03/21	20:30	C	SECURITY CHECK
2	4720	VALLEY STREA	VENISHEL,	03/24	16:45	C	SUSPICIOUS VEHICLE
3 P09038589	4720	VALLEY STREA	MACARIO,	03/27	10:32	CX	TALK WITH OFFICER
4	4720	VALLEY STREA	MACARIO,	03/28	14:57	C	FOLLOW-UP INVESTIG
5	4720	VALLEY STREA	OGDEN, C.	04/01	14:25	E	SUSPICIOUS VEHICLE
6	4720	VALLEY STREA		04/19	18:40	REPO	REPO

1  
Capitalone  
repossession





Capital One, N.A.  
PO Box 85870  
Richmond, VA 23285-5870

May 14, 2009

Jessica Heironimus  
Department of Justice  
9001 Mail Service Center  
Raleigh, NC 27699-9001

File No. 0905567  
Our Case No. 10000792208900

Dear Ms. Heironimus:

I am writing in regards to the complaint that was filed with your office by Ms. Tracy Woody. We appreciate you bringing this matter to our attention. We take great care to ensure that important matters such as these are appropriately addressed.

As we understand her complaint, she purchased a 2003 SUV in August of 2008, using Capital One Auto Finance ("COAF") as her lender. Within four months of her purchase, she began to experience multiple mechanical difficulties with the SUV. In addition, she mentions multiple discrepancies with her loan contract and application process. These are noted below:

1. COAF advised the Bankruptcy court that her annual percentage rate was 7.00%, when her contract indicates a 10.09% rate.
2. Sales contract term is 72 months but her payments total 73
3. She states that she had a Consumer Fraud Alert on her credit report at the time of her application, but COAF did not contact her before the loan was opened to confirm she was the applicant

As a result of the above stated discrepancies and the vehicles mechanical issues, she is asking that COAF agree to waive the remaining balance on her auto loan and reimburse her for all of her payments.

Ms. Heironimus, first and foremost, we certainly regret to hear of any mechanical difficulties Ms. Woody may be experiencing with her vehicle. We have reviewed her contract and our records do not indicate that she obtained a service warranty at the time of her purchase. Please understand that COAF does not guarantee the condition of the vehicle, and it is her responsibility to have the necessary inspections completed prior to her purchase. In addition, please find our response to her above listed concerns below:

1. We recommend that she speak with her trustee for any Bankruptcy concerns she may have. Our contract indicates a rate of 10.09%.
2. We have confirmed that her contract (Copy enclosed) indicates her term is 72 months; however, please see the paragraph labeled Finance Charge and Payments, section b, which states:

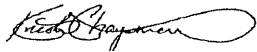
"Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment."

3. Please note that our policy is to contact and properly verify that a consumer truly submitted an application prior to proceeding with a complete approval if there is a Consumer Fraud Alert on their credit report.

We did not find any errors in the servicing of this loan. As a result, we are unable to honor her request to waive the remaining balance on her loan, or reimburse her for all monthly payments.

We regret any inconvenience this matter may have caused Ms. Woody. If you have additional questions, please contact me at 972-295-1655.

Sincerely,



Krista Chapman  
On behalf of Capital One, N.A.

Enclosure

cc:  
Tracy Woody  
4908 Valley Place  
Raleigh, NC 27604



RETAIL INSTALLMENT SALE CONTRACT  
SIMPLE FINANCE CHARGE  
THIS IS A CONSUMER CREDIT DOCUMENT

Dealer Number \_\_\_\_\_ Contract Number \_\_\_\_\_

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) <b>TRACY-MICHELLE WOODY</b> <b>1322 HOLMAN ST</b> <b>RALEIGH, NC 27601-</b> <b>WAKE</b>	Creditor - Seller (Name and Address) <b>FARM &amp; RANCH AUTO SALES INC</b> <b>4328 LOUISBURG ROAD</b> <b>RALEIGH NC 27604-</b>
---	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
	2003	Chevrolet	3GNEC16X3G268568	<input checked="" type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of .00
10.09 %	\$ 8599.01	\$ 25088.35	\$ 33687.36	\$ 33687.36

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below. Your decision to buy or not buy other insurance will not be a factor in the credit approval process. If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:  
Optional Credit Insurance

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both  
☐ Credit Disability (Buyer Only)

Premium:  
Credit Life \$ N/A  
Credit Disability \$ N/A

Insurance Company Name \_\_\_\_\_

Home Office Address \_\_\_\_\_

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on the contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Insurance  
☐ N/A ☐ N/A  
Type of Insurance \_\_\_\_\_ Term \_\_\_\_\_

Premium \$ N/A

Insurance Company Name \_\_\_\_\_

Home Office Address N/A

I want the insurance checked above.

☒ Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

☒ Co-Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

**THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.**

Returned Check Charge: You agree to pay a charge of \$ 25.00 if any check you give us is dishonored.

ITEMIZATION OF AMOUNT FINANCED		\$ 24714.85
1 Cash Price (including \$ 719.85 sales tax) \$ 24714.85 (1)		
2 Total Downpayment =		
Trade-In (Year) (Make) (Model)		
Gross Trade-In Allowance	\$ N/A	
Less Pay Off Made By Seller	\$ N/A	
Equals Net Trade In	\$ .00	
+ Cash	\$ N/A	
+ Other	\$ N/A	
(If total downpayment is negative, enter "0" and see 4B below)	\$ .00 (2)	
3 Unpaid Balance of Cash Price (1 minus 2)	\$ 24714.85 (3)	
4 Other Charges Including Amounts Paid to Others on Your Behalf		
(Seller may keep part of these amounts):		
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.		
Life	\$ N/A	
Disability	\$ N/A	
B Vendor's Single Interest Insurance Paid to Insurance Company	\$ N/A	
C Other Insurance Paid to the Insurance Company	\$ N/A	
D Official Fees Paid to Government Agencies	\$ N/A	
E Government Taxes Not Included in Cash Price	\$ N/A	
F Government License and/or Registration Fees LIC: 34.00	\$ 34.00	
G Government Certificate of Title Fees	\$ 40.00	
H Other Charges (Seller must identify who is paid and describe purpose)		
to for Prior Credit or Lease Balance	\$ N/A	
to for	\$ N/A	
to FARM & RAN for DOC FEE	\$ 299.50	
to for	\$ N/A	
to for	\$ N/A	
to for	\$ N/A	
to for	\$ N/A	
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ 373.50 (4)	
5 Amount Financed (3 + 4)	\$ 25088.35 (5)	

☐ VENDOR'S SINGLE INTEREST INSURANCE (VSI Insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in Item 4B of the ITEMIZATION OF AMOUNT FINANCED. The coverage is for the initial term of the contract.

OPTION: ☐ You pay no finance charge if the amount financed, Item 5, is paid in full on or before N/A, Year \_\_\_\_\_, SELLER'S INITIALS \_\_\_\_\_

**NO COOLING OFF PERIOD**  
State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs Tracy Woody Co-Buyer Signs X  
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.  
See back for other important agreements.

**NOTICE TO RETAIL BUYER:** Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs Tracy Woody Date 08/19/06 Co-Buyer Signs X Date \_\_\_\_\_

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X Address 4328 LOUISBURG ROAD RALEIGH NC 27604-  
Seller signs FARM & RANCH AUTO SALES INC Date 08/19/06 By [Signature] Title Owner

Seller assigns its interest in this contract KONYX ACCEPTANCE CORP (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☐ Assigned without recourse ☐ Assigned with limited recourse  
FARM & RANCH AUTO SALES INC By [Signature] Title Owner

FORM NO. 623-002 (REV. 08/01) U.S. PATENT AND TRADEMARK OFFICE REG. NO. 1,822,344-0001, 1,822,344-0002, 1,822,344-0003, 1,822,344-0004, 1,822,344-0005, 1,822,344-0006, 1,822,344-0007, 1,822,344-0008, 1,822,344-0009, 1,822,344-0010, 1,822,344-0011, 1,822,344-0012, 1,822,344-0013, 1,822,344-0014, 1,822,344-0015, 1,822,344-0016, 1,822,344-0017, 1,822,344-0018, 1,822,344-0019, 1,822,344-0020, 1,822,344-0021, 1,822,344-0022, 1,822,344-0023, 1,822,344-0024, 1,822,344-0025, 1,822,344-0026, 1,822,344-0027, 1,822,344-0028, 1,822,344-0029, 1,822,344-0030, 1,822,344-0031, 1,822,344-0032, 1,822,344-0033, 1,822,344-0034, 1,822,344-0035, 1,822,344-0036, 1,822,344-0037, 1,822,344-0038, 1,822,344-0039, 1,822,344-0040, 1,822,344-0041, 1,822,344-0042, 1,822,344-0043, 1,822,344-0044, 1,822,344-0045, 1,822,344-0046, 1,822,344-0047, 1,822,344-0048, 1,822,344-0049, 1,822,344-0050, 1,822,344-0051, 1,822,344-0052, 1,822,344-0053, 1,822,344-0054, 1,822,344-0055, 1,822,344-0056, 1,822,344-0057, 1,822,344-0058, 1,822,344-0059, 1,822,344-0060, 1,822,344-0061, 1,822,344-0062, 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## OTHER IMPORTANT AGREEMENTS

## 1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

## 2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**  
You give us a security interest in:  
  - The vehicle and all parts or goods installed in it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.
- d. **Insurance you must have on the vehicle.**  
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and charge you must pay. The charge will be the cost of the insurance and a finance charge at the Annual Percentage Rate shown on the front of this contract.  
If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

## 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
  - You do not pay any payment on time;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. **You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay reasonable attorney's fees and court costs as permitted by law.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we repossess the vehicle, we may claim benefits under those contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

## 4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.  
This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

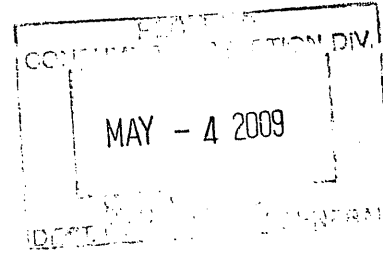
5. **Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.  
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. **Applicable Law.** Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

The preceding NOTICE applies only if the "personal, family or household" or "agricultural" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Farm and Ranch Auto Sales, Inc.  
4328 Louisburg Road  
Raleigh, NC 27604  
(919)876-7286



State of North Carolina  
Department of Justice  
9001 Mail Service Center  
Raleigh, NC 27699-9001

Re: File No. 0905567  
Tracy Woody

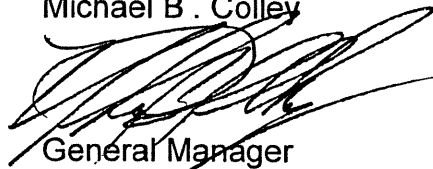
Attn: Jessica Heironimus

April 27, 2009

Ms. Heironimus,

I am in receipt of the above complaint. Unfortunately, a response is difficult because the complaint itself is not legible. I can however respond that this vehicle was purchased 8-19-06 with 52,106 miles at the time of delivery. The vehicle was sold with a 60 day or 2000 mile warranty. This time frame and mileage has expired. This customer is lodging a complaint 32 months after the purchase of a vehicle that now has over 80,000 miles on it. We feel the complaint is invalid and should be closed. If I can be of further assistance, please feel free to contact me.

Thank you,  
Michael B. Colley



General Manager

Exhibit J

manufacturer written notice of his intent to bring an action against the manufacturer at least 10 days prior to filing such suit. Nothing in this section shall prevent a manufacturer from requiring a consumer to utilize an informal settlement procedure prior to litigation if that procedure substantially complies in design and operation with the Magnuson-Moss Warranty Act, 15 USC § 2301 et seq., and regulations promulgated thereunder, and that requirement is written clearly and conspicuously, in the written warranty and any warranty instructions provided to the consumer. (1987, c. 385.)

§ 20-351.8. Remedies.

In any action brought under this Article, the court may grant as relief:

A permanent or temporary injunction or other equitable relief as the court deems just;

Monetary damages to the injured consumer in the amount fixed by the verdict. Such damages shall be trebled upon a finding that the manufacturer unreasonably refused to comply with G.S. 20-351.2 or G.S. 20-351.3. The jury may consider as damages all items listed for refund under G.S. 20-351.3;

A reasonable attorney's fee for the attorney of the prevailing party, payable by the losing party, upon a finding by the court that: a. The manufacturer unreasonably failed or refused to fully resolve the matter which constitutes the basis of such action; or b. The party instituting the action knew, or should have known, the action was frivolous and malicious. (1987, c. 385.)

§ 20-351.9. Dealership liability.

No authorized dealer shall be held liable by the manufacturer for any refunds or vehicle replacements in the absence of evidence indicating that dealership repairs have been carried out in a manner substantially inconsistent with the manufacturers' instructions. This Article does not create any cause of action by a consumer against an authorized dealer. (1987, c. 385.)

§ 20-351.10. Preservation of other remedies.

This Article does not limit the rights or remedies which are otherwise available to a consumer under any other law. (1987, c. 385.)

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The Magnuson-Moss Warranty Act

The Magnuson-Moss Warranty Act is a Federal Law that protects the buyer of any product which costs more than \$25 and comes with an express written warranty. This law applies to any product that you buy that does not perform as it should.

Your car is a major investment, rationalized by the peace of mind that flows from its expected dependability and safety. Accordingly, you are entitled to expect an automobile properly constructed and regulated to provide reasonably safe, trouble-free, and dependable transportation - regardless of the exact make and model you bought. Unfortunately, sometimes these principles do not hold true and defects arise in automobiles. Although one defect is not actionable, repeated defects are as there exists a generally accepted rule that unsuccessful repair efforts render the warrantor liable. Simply put, there comes a time when "enough is enough" - when after having to take your car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, you are entitled to say, 'That's all,' and revoke, notwithstanding the seller's repeated good faith efforts to fix the car. The rationale behind these basic principles is clear: once your faith in the vehicle is shaken, the vehicle loses its real value to you and becomes an instrument whose integrity is impaired and whose operation is fraught with apprehension. The question thus becomes when is "enough"?

As you know, enough is never enough from your warrantor's point of view and you should simply continue to have your defective vehicle repaired - time and time again. However, you are not required to allow a warrantor to tinker with your vehicle indefinitely in the hope that it may eventually be fixed. Rather, you are entitled to expect your vehicle to be repaired within a reasonable opportunity. To this end, both the federal Moss Warranty Act, and the various state "lemon laws," require repairs to your vehicle be performed within a reasonable opportunity.

Under the Magnuson-Moss Warranty Act, a warrantor should perform adequate repairs in at least two, and possibly three, attempts to correct a particular defect. Further, the Magnuson-Moss Warranty Act's reasonableness requirement applies to your vehicle as a whole rather than to each individual defect that arises. Although most of the Lemon Laws vary from state to state, each individual law usually require a warrantor to cure a specific defect within four to five attempts or the automobile as a whole within thirty days. If the warrantor fails to meet this obligation, most of the lemon laws provide for a full refund or new replacement vehicle. Further, this reasonable number of attempts/reasonable opportunity standard, whether it be that of the Magnuson-Moss Warranty Act or that of the Lemon Laws, is akin to strict liability - once this threshold has been met, the continued existence of a defect is irrelevant and you are still entitled to relief.

One of the most important parts of the Magnuson-Moss Warranty Act is its fee shifting provision. This provision provides that you may recover the attorney fees incurred in the prosecution of your case if you are successful - independent of how much you actually win. That rationale behind this fee shifting provision is twofold: (1) to ensure you will be able to vindicate your rights without having to expend large sums on attorney's fees and (2) because automobile manufacturers are able to write off all expenses of defense as a legitimate business expense, whereas you, the average consumer, obviously does not have that kind of economic staying power. Most of the Lemon Laws contain similar fee shifting provisions.

You may also derive additional warranty rights from the Uniform Commercial Code; however, the Code does not allow you in most states to recover your attorney fees and is also not as consumer friendly as the Magnuson-Moss Warranty Act or the various state lemon laws.

The narrative information on Magnuson-Moss, UCC and lemon laws on these pages is provided by Marshall Meyers, attorney.

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#### Uniform Commercial Code Summary

The Uniform Commercial Code or UCC has been enacted in all 50 states and some of the territories of the United States. It is the primary source of law in all contracts dealing with the sale of products. The TARR refers to Tender, Acceptance, Rejection, Revocation and applies to different aspects of the consumer's "relationship" with the purchased goods.

#### TENDER -

The tender provisions of the Uniform Commercial Code contained in Section 2-601 provide that the buyer is entitled to reject any goods that fail in any respect to conform to the contract. Unfortunately, new cars are often technically complex and their innermost workings are beyond the understanding of the average new car buyer. The buyer, therefore, does not know whether the goods are then conforming.

#### ACCEPTANCE -

The new car buyer accepts the goods believing and expecting that the manufacturer will repair any problem he has with the goods under the warranty.

#### REJECTION -

The new car buyer may discover a problem with the vehicle within the first few miles of his purchase. This would allow the new car buyer to reject the goods. If the new car buyer discovers a defect in the car within a reasonable time to inspect the vehicle, he may reject the vehicle. This period is not defined. On the one hand, the buyer must be given a reasonable time to inspect and that reasonable time to inspect will be held as an acceptance of the vehicle. The Courts will decide this reasonable time to inspect based on the knowledge and experience of the buyer, the difficulty in discovering the defect, and the opportunity to discover the defect.

The following is an example of a case of rejection: Mr. Zabriskie purchase a new 1966 Chevrolet Biscayne. After picking up the car on Friday evening, while en route to his home 2.5 miles away, and within 7/10ths of a mile from the dealership, the car stalled

and stalled again within 15 feet. Thereafter, the car would only drive in low gear. The buyer rejected the vehicle and stopped payment on his check. The dealer contended that the buyer could not reject the car because he had driven it around the block and that was his reasonable opportunity to inspect. The New Jersey Court said;

To the layman, the complicated mechanisms of today's automobile are a complete mystery. To have the automobile inspected by someone with sufficient expertise to disassemble the vehicle in order to discover latent defects before the contract is signed, is assuredly impossible and highly impractical. Consequently, the first few miles of driving become even more significant to the excited new car buyer. This is the buyer's first reasonable opportunity to enjoy his new vehicle to see if it conforms to what it was represented to be and whether he is getting what he bargained for. How long the buyer may drive the new car under the guise of inspection of new goods is not an issue in the present case because 7/10th of a mile is clearly within the ambit of a reasonable opportunity to inspect. *Zabriskie Chevrolet, Inc. v. Smith*, 240 A. 2d 195(1968)

It is suggested that Courts will tend to excuse use by consumers if possible.

REVOCATION -

What happens when the consumer has used the new car for a lengthy period of time? This is the typical lemon car case. The UCC provides that a buyer may revoke his acceptance of goods whose non-conformity substantially impairs the value of the goods to him when he has accepted the goods without discovery of a non-conformity because it was difficult to discover or if he was assured that non-conformities would be repaired. Of course, the average new car buyer does not learn of the nonconformity until hundreds of thousands of miles later. And because quality is job one, and manufacturers are competing on the basis of their warranties, the consumer always is assured that any nonconformities he does discover will be remedied.

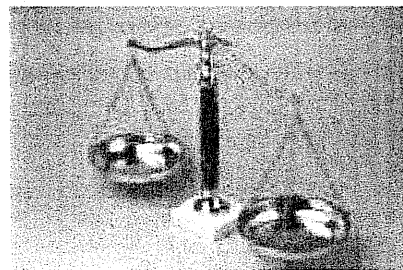
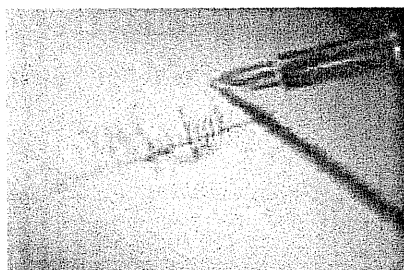
What is a nonconformity substantially impairing the value of the vehicle?

A nonconformity may include a number of relatively minor defects whose cumulative total adds up to a substantial impairment. This is the "Shake Faith" Doctrine first stated in the *Zabriskie* case. "For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension".

A substantial nonconformity may include a failure or refusal to repair the goods under the warranty. In *Durfee V. Rod Baxter Imports*, the Minnesota Court held that the Saab owner that was plagued by a series of of annoying minor defects and stalling, which were never repaired after a number of attempts, could revoke, "if repairs are not successfully undertaken within a reasonable time", the consumer may elect to revoke.

Substantial Non Conformity and Lemon Laws often define what may be considered a substantial impairment. These definitions have been successfully used to flesh out the substantial impairment in the UCC.

Additional narrative information on Magnusson-Moss, UCC and lemon laws on these pages is provided by T. Michael Flinn, attorney.



## LAW PROHIBITS UNFAIR AND DECEPTIVE TRADE PRACTICES

by  
Jim Slaughter, Attorney

**Originally published as "Sherman Antitrust Act Became Model for Similar Laws by States"  
in *The Business Weekly of the Greensboro News & Record***

During the nineteenth century in the United States, tremendous economic power became concentrated in the hands of a few individuals. By the latter part of the century, some of these individuals were combining their resources in "trusts" to completely dominate various industries. For example, Standard Oil Company controlled 90% of the lamp-oil refining in the United States; E.C. Knight Company controlled 98% of the nation's sugar refining.

Monopolies meant that a few people had the power to dictate to everybody else; the government saw this action as unfair and took action. In July 1890 Congress passed the Sherman Antitrust Act (named after its author, Senator John Sherman of Ohio) in an attempt to preserve competition and to prevent further concentration of economic power. The Sherman Act prohibits practices which create monopolies or restrain trade by obstructing trade and competition.

As the Sherman Act applied only to interstate and international trade and commerce, many states quickly passed Sherman-like legislation to regulate state practices. Like the federal law, these state statutes were designed to protect the public by suppressing trusts, securing competition, and preventing monopolies.

### STATE REGULATION

Using the Sherman Act as a guide, the North Carolina General Assembly passed laws in 1913 to limit monopolies and trusts. General Statute 75-1 states that "every contract, combination in the form of trust

or otherwise, or conspiracy in restraint of trade or commerce in the State of North Carolina is hereby declared to be illegal." Violation of the statute is a criminal felony.

If North Carolina's statute only prohibited monopolies, it wouldn't be of much use ("trust busting" on a state level isn't very common). These days very few legal actions are filed under the state statute to regulate monopolies and trusts. In addition to regulating monopolies, though, our state law also declares as unlawful "unfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce." Although this portion of the statute is not a criminal offense, the statute provides specific relief to injured parties.

The real muscle behind the unfair or deceptive trade practices statute is the civil remedy. Any person or business injured or destroyed by unfair or deceptive trade practices can sue the perpetrator. To prevail on such a claim, a party must show the following:

1. an unfair or deceptive act or practice, or an unfair method of competition,
2. in or affecting commerce,
3. which proximately caused actual injury to the party or to his business.

If the injured party is awarded damages, the statute automatically trebles, or triples, the damages. The statute even allows a judge to require the unsuccessful side to pay the attorney's fees of the prevailing party.

Because "unfair methods of competition" and "unfair or deceptive trade practices" take so many forms, the statute makes no attempt to list all instances. Instead, courts have held that the existence of unfair acts and practices must be determined from the circumstances of each particular case. As a matter of practice, acts are usually found to be unfair and deceptive when they offend established public policy or are immoral, unethical, oppressive, unscrupulous, or injurious to consumers. Questions as to whether or not the perpetrator intended certain consequences or acted in good or bad faith are irrelevant. The relevant question is what effect the conduct has on the consuming public.

As described above, no precise list of unfair and deceptive acts can be created because each case must be judged on its own facts. However, certain categories of behavior have been found to violate the statute in past cases:

- Fraud or misrepresentation in a commercial setting.
- Situations in which competitors divide up a territory in order to minimize competition.
- Unfair and deceptive acts and practices in the insurance industry.
- Deceiving creditors to extend credit to an individual who is not creditworthy.
- Libeling or slandering someone else's product or business activities.
- The "passing off" of one's goods as those of a competitor.
- Wrongful interference with another's contracts.



- Systematic overcharging of customers.

In an ordinary unfair or deceptive trade practices case, the jury is responsible for determining whether or not the alleged acts were committed. Following this determination, the court must decide as a question of law whether or not the proven facts constitute an unfair or deceptive trade practice.

*This article is intended to provide general information about the topic discussed and is not legal advice or a legal opinion. Specific questions should be directed to a lawyer at Forman Rossabi Black, P.A., or to another attorney.*

Forman Rossabi Black, PA 3623 North Elm Street, Suite 200 Greensboro, NC 27455 Office: 336-378-1899 Fax: 336-378-1850
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[info@frb-law.com](mailto:info@frb-law.com)

**AMENDED CERTIFICATE OF SERVICE**

This is to certify that the undersigned has this date served a copy of the foregoing Original Summons, the Original Complaint, and Summons reissued for 3/2/10 by depositing a copy of the same in the United States Mail, postage prepaid, in an envelope addressed as noted below where service is indicated BY MAIL:

Farm and Ranch Auto Sales, Inc.  
c/o Daniel Patrick McNally  
P. O. Box 10  
Zebulon, NC 27597  
Tel. 919-269-2234  
Fax. 919-269-2052

Capital One Auto Finance, Inc. (Served 2 copies in envelope)  
Jeffrey D. Patton  
Erin Jones Adams  
Spilman Thomas & Battle, PLLC  
110 Oakwood Drive, Suite 500  
Winston-Salem, NC 27103  
Tel. 1-336-725-4491  
Fax. 1-336-725-4476

Onyx Acceptance Corporation (Served 2 copies in envelope)  
c/o Jeffrey D. Patton  
Erin Jones Adams  
Spilman Thomas & Battle, PLLC  
110 Oakwood Drive, Suite 500  
Winston-Salem, NC 27103  
Tel. 1-336-725-4491  
Fax. 1-336-725-4476

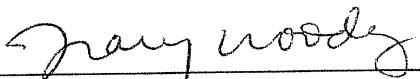
General Motor Corporation  
c/o Jon B. Waldorf  
The Rose Law Firm PLLC  
501 New Karner Road, Suite 11  
Albany, NY 12205  
Tel. 1-800-381-3316  
Fax. 1-518-869-3334

General Motors Company  
c/o Jon B. Waldorf  
The Rose Law Firm PLLC  
501 New Karner Road, Suite 11  
Albany, NY 12205  
Tel. 1-800-381-3316

Fax. 1-518-869-3334

Chevrolet  
Division of GM  
c/o Jon B. Waldorf  
The Rose Law Firm PLLC  
501 New Karner Road, Suite 11  
Albany, NY 12205  
Tel. 1-800-381-3316  
Fax. 1-518-869-3334

This 2nd day of March, 2010.

  
\_\_\_\_\_  
Tracy Woody, Pro Se

STATE OF NORTH CAROLINA

File No

09CVD16481

Wake

County

In The General Court Of Justice

☒ District ☐ Superior Court Division

Name Of Plaintiff

Tracy Woody

Address

4908 Valley Pl

City, State, Zip

Raleigh NC 27604

VERSUS

Name Of Defendant(s)

Onyx Acceptance Corporation,  
et al

CIVIL SUMMONS

☐ ALIAS AND PLURIES SUMMONS

G.S. 1A-1, Rules 3, 4

Date Original Summons Issued

Date(s) Subsequent Summons(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1

Chevrolet  
Division of GM  
10900 B. Waldorf Pl  
The Rose Law Firm PLLC  
501 New Kinner Road, Suite 11  
Albany, NY 12205

Name And Address Of Defendant 2

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (If None, Address Of Plaintiff)

Tracy Woody  
4908 Valley Pl  
Raleigh NC 27604

Date Issued

3-2-10

Time

☐ AM

☒ PM

Signature

☒ Deputy CSC

☐ Assistant CSC

☐ Clerk Of Superior Court

☐ ENDORSEMENT

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement

Time

☐ AM

☐ PM

Signature

☐ Deputy CSC

☐ Assistant CSC

☐ Clerk Of Superior Court

**NOTE TO PARTIES:** Many counties have **MANDATORY ARBITRATION** programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

(Over)

STATE OF NORTH CAROLINA

File No.

09CVD16481

Wake

County

In The General Court Of Justice  
☒ District ☐ Superior Court Division

Name Of Plaintiff

Tray Woody

Address

4908 Valley Place

City, State, Zip

Raleigh NC 27604

VERSUS

Name Of Defendant(s)

Onyx Acceptance Corporation,  
et al

Date Original Summons Issued

Date(s) Subsequent Summons(es) Issued

CIVIL SUMMONS

☐ ALIAS AND PLURIES SUMMONS

G.S. 1A-1, Rules 3, 4

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1

Cheriot Division of GM  
Reg agt: The Corporation  
Company  
30600 Telegraph Rd.  
Ste 2345  
Birmingham, MI  
48025

Name And Address Of Defendant 2

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (If None, Address Of Plaintiff)

Tray Woody  
4908 Valley Place  
Raleigh NC 27604

Date Issued

DEC 02 2009

Time

3

☐ AM ☒ PM

Signature

☒ Deputy CSC

☐ Assistant CSC

☐ Clerk Of Superior Court

☐ ENDORSEMENT

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement

3-10-10

Time

4 -

☐ AM ☐ PM

Signature

☐ Deputy CSC

☐ Assistant CSC

☐ Clerk Of Superior Court

**NOTE TO PARTIES:** Many counties have **MANDATORY ARBITRATION** programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

NORTH CAROLINA )

IN THE GENERAL COURT OF JUSTICE

WAKE COUNTY )

DISTRICT COURT DIVISION

TRACY WOODY, )

File No.

Plaintiff, )

ONYX ACCEPTANCE )

CORPORATION, CAPITAL )

ONE AUTO FINANCE, INC., )

GENERAL MOTORS COMPANY/ )

CHEVROLET DIVISION OF GM/ )

GENERAL MOTOR CORP., )

FARM AND RANCH AUTO )

SALES, INC. )

COMPLAINT:

NON MATERIAL DISCLOSURE

VIOLATIONS, TRUTH AND LENDING

ACT, PREDATORY LENDING, FRAUD

MAGNUSON-MOSS WARRANTY ACT,

UNIFORM COMMERCIAL CODE

SUMMARY, FAIR DEBT COLLECTION

PRACTICES ACT, REVOCATION OF

CONTRACT, UNFAIR AND DECEPTIVE

TRADE PRACTICES, LARCENY OF A

MOTOR VEHICLE, FAIR CREDIT

BILLING ACT, FRAUD, PREDATORY

PRACTICES, TRUTH AND

LENDING ACT, NEGLIGENCE, FAIR

CREDIT REPORTING ACT, BREACH OF

CONTRACT, PUNITIVE DAMAGES, &

FAIR CREDIT BILLING ACT

I am requesting that this Honorable Court grant relief from the defendants who made the following violations of the Magnuson-Moss Warranty Act, Uniform Commercial Code Summary entitling a Revocation of contract, Fair Credit Billing Act, Fraud, Fair Debt Collection Practices Act, Unfair and Deceptive Trade Practices Act, Negligence, Non material disclosure violations, Truth and Lending Act ("TILA"), and Predatory Lending Practices based on the following facts:

1. I have a fraud alert on my credit report in which Capital One Auto Finance never called me directly regarding the SUV loan as to whether I applied for the vehicle which is a requirement of the fraud consumer alert protection against all creditors and Fair Credit Reporting Act.

2. Farm and Ranch Auto Sales assured me that the 2003 chevrolet Suburban SUV was in good condition and serviced which is part of the express warranty. Farm and Ranch Auto Sales refused to address the series of defects as they indicated in my response to the Attorney General's Office, Consumer of Protection. It is Negligence on both Capital One Auto Finance subsidiary of Onyx Acceptance Corporation of refusing to address the defects. The Lender is guilty of predatory lending practices since they did not verify if I could pay for the loan and the sales representative at Farm and Ranch Auto Sales was so quick with the transaction I was not asked for any bank statements being self-employed their was not much of any criteria on creditworthiness on whether I could actually pay for the loan and I was rushed out with keys in my hand and that was it. In the UCC code, I did not receive any kind of rescinding form from Farm and Ranch Auto Sales in which is violation of not providing proper material disclosures. General Motors Company as manufacturer is liable for delivery of a vehicle that is defective and non conforming and non performing. The implied warranty is that the SUV was suppose to work for a particular purpose which is conformity and consistency; however, the SUV was nonconforming and inconsistent. Furthermore, immediately after being driven off the lot, the oil had to be changed which indicated that the SUV had not been serviced as stated by the Sales Representative indicated. Farm and Ranch Auto Sales and Onyx Acceptance Corp. is guilty of fraud in that I was defrauded on the good condition of the 2003 SUV was consistently nonconforming and had existing defective problems which included manufactured defects. The SUV turned out to be a heap of expensive

and costly junk. The SUV stranded me and my very young children from infants to younger children since the dealer delivered the defective SUV to me on no less than 6 occasions in various locations such as Clayton, NC, Raleigh, NC, and Salisbury, NC witnessed by Mr. John Tysor, and at a grocery store and along the road witnessed by a family member and senior citizen, Ms. Lillian Woody. I had to get a jump on many occasions, take the battery back to the store, and exchange the battery not having knowledge that the SUV failed to conform due to defects that culminated into the defect of the fuel pump draining the battery and the manufacturers repair defect problem of the fuel tank reading false readings which also contributed to the vehicle cutting off while driving and having to struggle dangerously with the wheel to drift the car on the side of the road. I had to call a wrecker due to the SUV stranding me and my young children and senior citizen family member. Furthermore, the location the SUV was again inoperable was between a visible hill which made the car at high risk of being hit since it was hard to see the vehicle while approaching a hill and very sharp curve. With very little children in the car and a senior citizen as other times being stranded by the SUV while waiting on a wrecker I feared for our safety. With a \$33,687.36 total sale price this SUV should have not had the constant expensive costly problems that have accumulated during the time I had the vehicle. I have had at least 7 used cars with 70,000 miles or more mileage then the SUV for over 4 years each in some 25 year period and I never had a fuel pump go bad in the duration of any of my car purchases which were less than \$12,000 in value; however, the nonconforming SUV with almost 3 times the expense has had a number of



cumulative defective problems which severely impacted its performance. If the vehicle is valued at \$9,000, the \$33,687.36 sale purchase has a misrepresented value on the worth of the SUV when first purchased.

3. On Sunday, April 19, 2009, a towing vehicle hauled the SUV off. It was repossessed as the CAD plus Police Department printout states for 4/19/09 and it was not surrendered. Due to the Bankruptcy Court having jurisdiction on April 22, 2009 case #09-3184 had been properly served on Capital One Auto Finance all action stops from creditors until it has been decided by the Bankruptcy court on the lift of stay and Capital One Auto Finance is guilty of Grand Larceny of a motor vehicle and violation of the Fair Debt Collection Practices Act. The ones towing the vehicle did not identify themselves and they had my personal belongings in the vehicle such as a child required car seat of \$100 value and a locked gas cap paid \$18 while the car was being serviced in January 2009. Through a violation of the Fair Debt Collection Practices Act my account for 6 months activity was told to Mr. John Tysor, who is not an account holder, by the female who was with the group that hauled off the SUV. Mr. John Tysor was told details of my account and he is not an account holder. However, due to the constant cost of nonconformance of the SUV, the cost of expensive repairs added to my severe financial ruin, inability to obtain financing due to receiving higher fees, and bankruptcy. The problems with the SUV has also handicapped my inability to perform work in which travel is a requirement in maintaining homes and meeting consulting customers which has a direct impact on my income; in turn, causes financial ruin and harm not only on my credit but the negative

income and expense in the ability to pay bills. I have reasonable cause to be awarded a revocation of the contract and full refund of all payments and cost of this loan transaction and all cost and expenses of the vehicle according to the Magnuson-Moss Warranty Act and the Uniform Commercial Code Summary of revocation of contract due to the vehicle non performance and defective activity, along with all other relief sought in my Complaint. Due to Capital One Auto Finance and Farm and Ranch Auto Sales selling me a lemon vehicle with an expensive cost of almost \$34,000. The cost of this SUV is a major expense like the value of a home today. The constant stranded, stalled, series of manufactured defects and conditions substantially impaired the value of the SUV to me the consumer at such a high price. The SUV still needs the fuel gauge replaced by the manufacturer, Chevrolet is a division of General Motors Company and engine light came on a few weeks ago and it was attributed to an exhaust check and test to fully repair that problem which would attribute to more of a cost. With the SUV not conforming to its value Farm and Ranch Auto Sales and Capital One Auto Finance violated the Magnuson-Moss Warranty Act and Uniform Commercial Code Summary and thereby a revocation of contract is warranted and necessary. I am also seeking the cost of the battery of \$87.47 and the repair cost of \$538.58 and \$9 towing cost which is an additional \$636.05. Capital One Auto Finance still has possession of the SUV.

4. Capital One Auto Finance never provided proper disclosures that a reduction of \$351.90 was applied to my account and in violation of the Fair Credit Billing Act. This amount was stated by the Bankruptcy Trustee was paid to Capital on my

account. Capital One Auto Finance violated the Fair Credit Billing Act by not providing proper payment disclosures and proper recording to my account in appropriate statement handling and delivery to consumer before the SUV was hauled off. I have not been provided consistent monthly statements since Feb. of 2009 from Capital One Auto Finance. Capital One Auto Finance claimed the contract states a 10.09% APR; however, they claimed to the Bankruptcy Trustee the amount to pay monthly is at a 7% interest rate. I never received any reduced adjustment in payments from Capital One Auto Finance nor any statement of activity regarding this interest rate. The principal amount is disputed. My credit report showed inconsistencies regarding how long the loan should be paid not the 72 month disclosure of the sales contract but a 73 month payment is inaccurate and inconsistent. Article 15 North Carolina Finance Act 1961, c:1053s 53-183; 1957 c1429 s.3; 1961, c:1053 s.1.; 15-164 12 CFR Part 226 Regulation Z) a finance company can not make false statements deceive on representation of rates, terms or conditions of loans and the payments of months of the contract is this fraudulent misrepresentation along with the condition of the SUV which was in fact defective. Fraudulency of the loan from Onyx and Capital One Auto Finance on my credit reports. This unfair and deceptive trade practices overcharge consumers and are not properly disclosed to the consumer from the date of sale onward and during the account activity which is in violation of the Unfair and Deceptive Trade Practices Act and Fair Credit Billing Act and Fair Credit Reporting Act and Truth and Lending Act violations ("TILA").

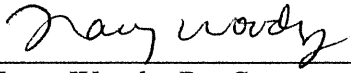
5. Onyx Acceptance Corp was properly served that I was in Bankruptcy and they did not return the SUV nor my materials in the vehicle they repossessed on April 19, 2009 for it in fact was not surrendered. Onyx Acceptance Corp and Capital One are guilty of larceny of a motor vehicle. They violated the Bankruptcy Stay since as of April 24, 2009 from receiving the Bankruptcy notice, they have held the SUV and still have it.

I petition that this Honorable Court:

1. Acknowledges the revocation of the contract, my full refund paid to Capital One Auto Finance of \$8,889.72, reimbursement for the stolen child seat of \$100, locked gas cap of 18, gas I just put in the SUV \$10 in the tank when it was hauled off, 2007 battery and repair purchases mentioned in January 2009 repair bill of \$636.05 which totals 9,653.77 plus cost of using another vehicle while I did not have the SUV in my possession since April 19, 2009 with a cost of renting the car for 5 months at \$300 a month or \$1,500 and counting. Due to the violation of the Fair Debt Collection Practices Act, predatory lending practices, larceny of motor vehicle, Truth and Lending Act, other state and federal statutes, and along with punitive damages.
2. All Onyx Acceptance Corp.'s attorney fees and be charged to Defendants due to their state and federal violations.
3. Punitive, breach of contract, treble damages in fraudulency of loan and defective performance of the SUV and the negative affect it has had on my credit reports in violation of the Fair Credit Reporting Act.

4. Onyx Acceptance Corp contract is revoked according to the UCC and Magnuson Warranty Act and due to the manufactured defects of the 2003 Chevrolet Suburban SUV manufactured by Chevrolet which is a division of General Motors Company.

This the 18<sup>th</sup> day of August, 2009.

  
\_\_\_\_\_  
Tracy Woody, Pro Se

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this date served a copy of the foregoing Affidavit by depositing a copy of the same in the United States Mail, postage prepaid, in an envelope addressed as noted below where service is indicated BY MAIL:

George R. Bell Sr.  
Farm and Ranch Auto Sales, Inc.  
4328 Louisburg Rd.  
Raleigh, NC 27604

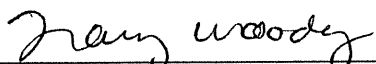
Capital One Auto Finance, Inc.  
Capital One Auto Finance Subsidiary Onyx Acceptance Corporation  
Registered Agent  
327 Hillsborough Street  
Raleigh, NC 27603

Onyx Acceptance Corporation  
c/o Attorney John C. Bircher III  
White & Allen, PA  
1319 Commerce Drive  
P. O. Drawer U  
New Bern, NC 28562

General Motors Company  
General Motor Corporation  
Registered Agent: 30600 Telegraph Rd., Ste 2345  
Bingham Farms, MI 48025

Chevrolet  
Division of GM  
P. O. B. 33170  
Detroit, MI 48232-5170

This 18th day of August, 2009.

  
\_\_\_\_\_  
Tracy Woody, Pro Se

**TABLE OF CONTENTS**

Exhibit A	Capital One Auto Finance Subsidy of Onyx Acceptance Corporation certificate of Service receipt on Voluntary Petition and Bankruptcy case #
B	Attorney General Complaint form against dealer and Capital One
C	Farm and Ranch Sales Advertisement
D	Letter received from Capital One Autofinance on terms of contract
E	Repair and costs
F	Retail Installment Sales Contract mentioning 72 months not 73 month payments and Features of SUV
G	Credit Report that was reported by Capital One
H	Police CadPlus Report of SUV being Repossessed
I	Response of Attorney General's Complaint Info
J	Magnuson-Moss Warranty Act, UCC code, and Unfair and Deceptive Trade Practices Act.

B-1 (Official Form 11/08)

United States Bankruptcy Court		Voluntary Petition
Name of Debtor (if individual, enter Last, First, Middle): <b>Woody Traus, Michele</b>		Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): <b>7712</b>		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): <b>114 Huron Dr. Louisburg, NC</b> <div style="text-align: right;">ZIP CODE <b>27549</b></div>		Street Address of Joint Debtor (No. and Street, City, and State): <div style="text-align: right;">ZIP CODE</div>
County of Residence or of the Principal Place of Business: <b>Franklin</b>		County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): <b>4908 Valley Place Raleigh, NC</b> <div style="text-align: right;">ZIP CODE <b>27604</b></div>		Mailing Address of Joint Debtor (if different from street address): <div style="text-align: right;">ZIP CODE</div>
Location of Principal Assets of Business Debtor (if different from street address above): <div style="text-align: right;">ZIP CODE</div>		
<b>Type of Debtor</b> (Form of Organization) (Check one box.)  <input checked="" type="checkbox"/> Individual (includes Joint Debtors). See Exhibit D on page 2 of this form. <input type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	<b>Nature of Business</b> (Check one box.)  <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input type="checkbox"/> Other  <b>Tax-Exempt Entity</b> (Check box, if applicable.)  <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	<b>Chapter of Bankruptcy Code Under Which the Petition is Filed</b> (Check one box.)  <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input checked="" type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13  <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding  <b>Nature of Debts</b> (Check one box.)  <input checked="" type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(3) as "incurred by an individual primarily for a personal, family, or household purpose." <input type="checkbox"/> Debts are primarily business debts.
<b>Filing Fee</b> (Check one box.)  <input type="checkbox"/> Full Filing Fee attached. <input checked="" type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		<b>Chapter 11 Debtors</b>  <b>Check one box:</b> <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).  <b>Check if:</b> <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000.  <b>Check all applicable boxes:</b> <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
<b>Statistical/Administrative Information</b>  <input type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input checked="" type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		THIS SPACE IS FOR COURT USE ONLY  <div style="font-size: 2em; font-weight: bold;">FILED</div> <div style="font-size: 1.5em;">APR 20 2009</div> <div style="font-size: 1.2em;">STEPHAN L. EDMONDSON, CLERK</div> <div style="font-size: 1.2em;">U.S. BANKRUPTCY COURT</div> <div style="font-size: 1.2em;">EASTERN DISTRICT OF NC</div>
<b>Estimated Number of Creditors</b> <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-3,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000		
<b>Estimated Assets</b> <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input checked="" type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> \$1 billion or more		
<b>Estimated Liabilities</b> <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input checked="" type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion		



Exhibit A

Kenne Denny

COMPLETE THIS SECTION ON DELIVERY

- SENDER: COMPLETE THIS SECTION**
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
  - Print your name and address on the reverse so that we can return the card to you.
  - Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Capital One auto finance  
3901 Dallas Parkway  
Plano, TX 75093

**2. Article Number**  
(Transfer from service label)  
7007 2680 0001 8691 0045

**3. Service Type**

<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
<b>4. Restricted Delivery? (Extra Fee)</b> <input type="checkbox"/> Yes	

**B. Received by (Printed Name)** Kenne Denny

**C. Date of Delivery** 4-24-09

**D. Is delivery address different from item 1?** ☐ Yes ☐ No

If YES, enter delivery address below:

APR 24 2009

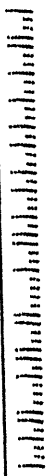


UNITED STATES POSTAL SERVICE

First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Trang Woody  
Mailbox 4908 Valley Place  
Raleigh, NC 27604



PS Form 3811, February 2004

1st page of letter  
John sent # enclosed  
can go + send  
Send copy of letter  
by return receipt  
signed on 4/24/09  
Carl J. Bell

## Motor Vehicles Consumer Complaint Form

Please complete this form on your computer, print it and mail it to:

Consumer Protection  
Attorney General's Office  
9001 Mail Service Center  
Raleigh, North Carolina 27699-9001  
Telephone: (919) 716-6000  
Fax: (919) 716-6050

From:

Your Name(s):

Tram Woody

Address:

Mailing Address: 4908 Vallery Place

City:

Raleigh, NC

State: NC

Zip:

27604

Telephone: Home:

919-344-3118

Business:

Dealer or Repair Shop Complained About:

Name:

Dealer

Farm & Ranch Auto Sales

Address:

4328 Louzbourg Rd.

City:

Raleigh

State: NC

Zip:

27604

Telephone:

919-876-7284

Is your complaint about (please check one)?

☐

New car sales practices

☒

Used car sales practices

☒

Warranty

☒

Manufacturing defect

☒

Repairs

☒

Financing or leasing?

File  
Magnuson-Moss Warranty Act  
Uniform Commercial  
Code Summary  
Revocation of contract

Finance Co.  
Capital One Auto Finance  
3901 N. Dallas Parkway  
Plano, TX 75093  
1-800-946-0332  
P.O. B. 260848  
Plano TX 75026-0848

Did you buy your vehicle: New ☐ , Demo ☐ , Used ☒ ?

Make, Model & Year: 2003 Suburban Chevrolet

Date of Purchase: 8/4/06

Where Financed (if relevant):

Name:

Capital One Autofinance

Address:

3901 N. Dallas Parkway / P.O. B. 260848  
City: Plano TX 75026-0848

Plano

State: TX Zip: 75093

### What does the Consumer Protection Office Do?

The Attorney General's Consumer Protection Office acts to protect the public from unlawful business practices. While we can often assist with the mediation of a dispute, we do not have the authority or resources to act as a lawyer for consumers in individual disputes. We encourage citizens to send us information about suspect business practices because this helps us identify areas for enforcement.

### Instructions

Please explain in the space provided. You may use additional sheets, if necessary. We will send a copy of your complaint to the business you are complaining about, so please type or write clearly. Try to brief, but be sure to tell what happened, when it happened, and where it happened.

If this is a vehicle sales problem, please include copies (not originals) of your bill of sale, credit contract and any correspondence relating to the problem. If this is a used car warranty problem, please include a copy of the warranty and describe specifically any oral warranties or promises made about the condition of the car. If this is a repair problem, please include copies of the repair orders or written estimates.

Explanation: This 2003 SUV has mechanical defect <sup>problems</sup> from the purchase of the car and found out during lengthy discussions with the

The 2003 SUV stopped working within a few months of purchasing the vehicle, which I mentioned to Capital One Rep. in the 2nd row never worked and this was a major problem with children who were transported regularly who ~~were~~ were required by law to seat in seat belts. The last row would get hotter, because there were no rear and back side windows that could open <sup>up</sup> the car for air. ~~At~~ A child can not sit in the middle row at the middle seat since the seat belt was defective. The child had to sit in the rear. After changing the battery several times, the SUV again stopped working for 6 months last year. I had a thorough discussion with the mechanic I found out that the vehicle had a defective fuel pump which can cause the batteries to drain, and after leaving the repair shop and getting stranded again I found out that the fuel pump was defective and has been all this time reporting the wrong fuel in the tank and the manufacturer has to fix it which also contributed to a non working vehicle. There is also a questions on What do you want the company to do? the contract states 10% interest and then stated to the bankruptcy court 7% interest.

Full refund paid in the vehicle transaction of \$25,088.35 off interest payments plus trustee payments of around 467.88 during 1/18/2006 - 6/18/2008 period. The total purchase of \$33,687.36 a major investment that should be free of defects. According to the Magnuson-Ross Warranty Act, I do intend to exercise my consumer rights by seeking legal counsel and following up in a lawsuit. The value of the car being \$33,687.36 and the amounts of interest paid and the \$351.90 amount the Bankruptcy Trustee paid Capital One auto finance. The danger of the car is that it cut off while I was driving down the road and the fuel indicator showed gas was in the tank. There was no yellow indicator light on either. With kids in the car the way the car shut down we could have been seriously injured and we were stranded just beyond a dangerous curve and ready to hit where visibility was not clear. Correcting my credit as well.

The above statements are true to the best of my knowledge and belief. Signature: Nancy Woodley Date: 4/10/09

WARNING: Do not e-mail this form. The Consumer Protection Office currently is not equipped to handle substantive matters in this manner.

The other problem is with the sales contract it states 72 months, however, payments totaled 73 months which credit report reflect inconsistency of the loan. I also had a fraud alert on my credit report. However, I was never directly contacted by Capital One to find out if I actually applied for the vehicle.

# PUBLIC NOTICE!

## THE AUTO WHOLESALE EXCHANGE

Is In Raleigh, NC

**Wednesday**  
**August 16<sup>th</sup>**  
**9am to 9pm**

**Thursday**  
**August 17<sup>th</sup>**  
**9am to 9pm**

**Friday**  
**August 18<sup>th</sup>**  
**9am to 9pm**

**Saturday**  
**August 19<sup>th</sup>**  
**9am to 9pm**

**PICK A  
VEHICLE -  
PICK A  
PAYMENT**

**4 BIG  
DAYS!**

SAVE UP TO  
**60%  
OFF**

ORIGINAL M.S.R.P.  
ON HUNDREDS OF  
CARS, TRUCKS,  
VANS & SUVs!

**Farm & Ranch Auto Sales**  
**4328 Louisburg Rd., Raleigh, NC**  
**919-876-7286**

Has Been Designated The EXCLUSIVE SITE For This INCREDIBLE  
AUTOMOTIVE SAVINGS EVENT!

**OVER 150 VEHICLES**  
CASH ALLOWANCE BACK TO THE CUSTOMER UP TO \$2000\*  
Used Chryslers, Jeeps, KIA's & Hondas  
**EVERY MODEL!**

GET UP TO  
**\$3000  
MORE**  
FOR YOUR  
TRADE

**DURING THIS  
AMAZING  
EVENT!**

**PAYMENTS  
AS LOW AS  
\$99!  
PER MONTH\***



**ASK ABOUT  
NO  
PAYMENTS  
FOR 90  
DAYS!**

**LENDERS ON-SITE WITH OVER '20 MILLION TO LOAN!**

**US Auto Liquidators  
of NC**

This check to be used at Farm & Ranch Auto Sales for the down payment on a used car, truck, van or SUV during August 16<sup>th</sup> - August 19<sup>th</sup>, 2006. 11126

DATE August 16th, 2006

PAY  
TO THE  
ORDER OF

Farm & Ranch Auto Sales in Raleigh, NC

\$ **599.11**

Five Hundred Ninety Nine Dollars and 11/100

DOLLARS

FOR To be used for the purchase of a vehicle only at Farm & Ranch Auto Sales

NOT REDEEMABLE FOR CASH

\*plus tax, tag and \$299.50 doc fee with approved credit and subject to acceptable lender approval. Example based on '01 Chevy Cavalier P2625, sale price: \$5,000 or \$19 down and \$99 per month for 60 months @ 6% a.p.r. subject to acceptable lender approval. The amount of down payment is determined by customer's credit-worthiness and may require a larger equity position. All bankruptcies must be disclosed.

**CapitalOne** | auto finance<sup>SM</sup>

Capital One Auto Finance, Inc.  
P. O. Box 93016  
Long Beach, CA 90809-3016

08/29/06



9543

TRACY WOODY  
1322 HOLMAN STREET  
RALEIGH, NC 27601

Dear TRACY WOODY,

Congratulations on your recent vehicle purchase. We sincerely hope that your new CHEVROLE will provide you with many years of reliable service.

Your dealer has assigned your account to Capital One Auto Finance, Inc. (COAF) or COAF's subsidiary, Onyx Acceptance Corporation, and COAF is servicing your account. You will be receiving a monthly billing statement 7 - 10 days prior to your due date, which will make it convenient to mail your payments each month. However, if you have not received the statement by your first payment date of 10/03/06, please mail the payment directly to us so that it arrives by the scheduled due date

The address for your payment is:

Capital One Auto Finance, Inc.  
P. O. Box 93016  
Long Beach, CA 90809-3016

The following disclosures apply to your loan:

Loan Account Number: 4830323

Loan Type Number: 1001

Maturity date: 09/03/12

Payment Amount: \$467.88

Annual Percentage Rate: 10.09%

As a condition of your finance contract, please remember to keep us informed of any address or telephone number changes. You must also keep your vehicle insured for physical damage during the term of the finance contract with a minimum policy term of six months. All renewals of your physical damage insurance should have a minimum policy term of six months.

Please include your loan account number on any payment or correspondence you send us. To protect your credit, plan on making your payments on time. If you have any questions concerning your account, you may call us toll free at 1-800-946-0332. We may monitor and record all contacts with you to assure quality service.

Very truly yours,

Capital One Auto Finance, Inc.

73 mos



### Transaction History Report

Date: 8/21/2008  
Time: 2:32:28PM

Account # 48303231001 Customer: TRACY WOODY Transaction Types: ALL Transaction Level: ALL From: 06/19/2006 To: 08/21/2008													
Process Date	Seq	Interest	Principal	Misc1	Balance	Effective Date	Tr.Code	Action/Field	Change Data	Misc3 N	Total	Int Adj	Desc
08/02/2008	002	.00	.00	5.00	20,131.18	08/02/2008	46	L		.00	.00	.00000	****
07/03/2008	005	.00	.00	5.00	20,131.18	07/03/2008	46	L		.00	.00	.00000	****
06/02/2008	007	.00	.00	5.00	20,131.18	06/02/2008	46	L		.00	.00	.00000	****
05/03/2008	008	16.74	.00	.00	20,430.10	05/03/2008	30	S		.00	.00	.00000	****
05/03/2008	009	168.96	298.92	.00	20,131.18	05/03/2008	30	A		.00	467.88	.00000	ACHP
04/03/2008	009	17.55	.00	.00	20,720.89	04/03/2008	30	S		.00	.00	.00000	****
04/03/2008	001	177.09	290.79	.00	20,430.10	04/03/2008	30	A		.00	467.88	.00000	ACHP
04/02/2008	008	.00	.00	5.00	20,720.89	04/02/2008	46	L		.00	.00	.00000	****
03/03/2008	009	17.22	.00	.00	21,014.97	03/03/2008	30	S		.00	.00	.00000	****
03/03/2008	001	173.80	294.08	.00	20,720.89	03/03/2008	30	A		.00	467.88	.00000	ACHP
02/02/2008	001	26.68	.00	.00	21,213.61	02/02/2008	30	S		.00	.00	.00000	****
02/02/2008	002	269.24	198.64	.00	21,014.97	02/02/2008	30	A		.00	467.88	.00000	ACHP
12/18/2007	007	18.25	.00	.00	21,497.26	12/18/2007	30	S		.00	.00	.00000	****
12/18/2007	008	184.23	283.65	.00	21,213.61	12/18/2007	30	A		.00	467.88	.00000	ACHP
11/17/2007	001	17.90	.00	.00	21,784.48	11/17/2007	30	S		.00	.00	.00000	****
11/17/2007	002	180.66	287.22	.00	21,497.26	11/17/2007	30	A		.00	467.88	.00000	ACHP
10/18/2007	005	183.02	284.86	.00	21,784.48	10/18/2007	30	A		.00	467.88	.00000	ACHP
09/18/2007	009	197.62	270.26	.00	22,069.34	09/18/2007	30	A		.00	467.88	.00000	ACHP
08/17/2007	003	.62	.00	.00	22,613.69	08/17/2007	30	S		.00	.00	.00000	****
08/17/2007	004	193.79	274.09	.00	22,339.60	08/17/2007	30	A		.00	467.88	.00000	ACHP
07/17/2007	006	18.19	.00	.00	22,898.00	07/17/2007	30	S		.00	.00	.00000	****
07/17/2007	007	183.57	284.31	.00	22,613.69	07/17/2007	30	A		.00	467.88	.00000	ACHP
06/18/2007	008	25.95	.00	.00	23,104.02	06/18/2007	30	S		.00	.00	.00000	****
06/18/2007	009	261.86	206.02	.00	22,898.00	06/18/2007	30	A		.00	467.88	.00000	ACHP
05/08/2007	002	21.75	.00	.00	23,352.42	05/08/2007	30	S		.00	.00	.00000	****
05/08/2007	003	219.48	248.40	.00	23,104.02	05/08/2007	30	A		.00	467.88	.00000	ACHP
04/04/2007	005	21.98	.00	.00	23,598.50	04/04/2007	30	S		.00	.00	.00000	****
04/04/2007	006	221.80	246.08	.00	23,352.42	04/04/2007	30	A		.00	467.88	.00000	ACHP
03/01/2007	008	17.02	.00	.00	23,894.64	03/01/2007	30	S		.00	.00	.00000	****
03/01/2007	009	171.74	296.14	.00	23,598.50	03/01/2007	30	A		.00	467.88	.00000	ACHP
02/03/2007	008	24.44	.00	.00	24,115.85	02/03/2007	30	S		.00	.00	.00000	****
02/03/2007	009	246.67	221.21	.00	23,894.64	02/03/2007	30	A		.00	467.88	.00000	ACHP
12/28/2006	002	16.05	.00	.00	24,421.71	12/28/2006	30	S		.00	.00	.00000	****

# Transaction History Report

Date: 8/21/2008  
 Time: 2:32:28PM

Account #		48301231001				Borrower		TRACY WOODY		Transaction Type		ALL		Transaction Level		ALL		From		08/19/2006		To		08/21/2008	
Process Date	Seq	Interest	Principal	Misc1	Balance	Effective Date	Tr.Code	Action/Field	Change Data	Misc3 N	Total	Int Adj	Desc												
12/28/2006	003	162.02	305.86	.00	24,115.85	12/28/2006	30	A		.00	467.88	.00000	ACHP												
12/04/2006	001	21.63	.00	.00	24,671.34	12/04/2006	30	S		.00	.00	.00000	****												
12/04/2006	002	218.25	249.63	.00	24,421.71	12/04/2006	30	A		.00	467.88	.00000	ACHP												
11/02/2006	005	21.16	.00	.00	24,925.62	11/02/2006	30	S		.00	.00	.00000	****												
11/02/2006	006	213.60	254.28	.00	24,671.34	11/02/2006	30	A		.00	467.88	.00000	ACHP												
10/02/2006	009	30.24	.00	.00	25,088.35	10/02/2006	30	S		.00	.00	.00000	****												
10/02/2006	001	305.15	162.73	.00	24,925.62	10/02/2006	30	A		.00	467.88	.00000	ACHP												



AMOUNT

WHITE - ( )  
YELLOW ( )

PLO  
1/28/09





1528 Mechanical Blvd.  
Garner, NC 27529  
(919) 835-0705  
Fax: (919) 662-0826  
www.eastcoasttowing.net

**TOWING SERVICE**

313046

ck 1050

CASH

CHARGE

ON ACCOUNT

B  
I  
L  
L  
T  
O

Woody

1528 Mechanical Blvd

DATE 2/2/09		TIME 2:00	REQUESTED BY T/A
OWNER Woody			
YEAR 03	MAKE/MODEL/COLOR Sub 1500 Blk		TAG #
VIN	MILEAGE BEFORE TOWING		
LOCATION OF VEHICLE Buffalo		TOWED TO Glenview	
MILEAGE		SERVICE TIME	
FINISH		FINISH	
START		START	
TOTAL 6		TOTAL	
EXTRA TIME		FINISH	
		START	
		TOTAL	

**VEHICLE WILL NOT BE RELEASED UNTIL WRECKER SERVICE IS PAID**

REMARKS:  1677B ck 1050	MILEAGE CHG.	
	TOWING CHG.	9 00
	LABOR CHG.	
	STORAGE CHG.	
	2nd TOW	
SIGNATURE OF CAR OWNER OR AGENT		DATE 2/2/09
SIGNATURE OF TOW OPERATOR		DATE
<b>TOTAL</b>		9 00



SUPERCENTER  
WE SELL FOR LESS  
MANAGER STACEY TREADWAY  
1725 NEW HOPE CHURCH ROAD  
RALEIGH, NC  
ST# 2058 OP# 00002848 TE# 95 TR# 08654

*****	EXCHANGE SLIP	*****
MAXX-75N	068113107881 D	72.94-X
BATT CORE FE	068113107867	9.00-T
MAXX-75N	068113107881	72.94 X
BATT CORE FE	068113107867	9.00 T
	SUBTOTAL	0.00
	TOTAL	0.00

CASH TEND	0.00
CHANGE DUE	0.00

	NET REFUND ITEMS	81.94-
SUMMARY	NET EXCH/SALE ITEMS	81.94
	TOTAL TAX	5.53
	MDSE TOTAL	87.47

# ITEMS SOLD 2

TC# 8006 3694 3010 1268 6923



\*\*\*\*\*SAVE RECEIPT\*\*\*\*\*  
\* RETURN OLD BATTERY FOR PROPER \*  
\*RECYCLING AND REFUND OF BATTERY\*  
\* DEPOSIT WITH THIS RECEIPT \*  
\*\*\*\*\*

Get real-world money-saving tips and  
ideas at [walmart.com/connectandshare](http://walmart.com/connectandshare)  
01/28/09 16:04:16

1/30/09

WE REMOVED A BATTERY  
FOR NLS WOOD7 THAT HAD  
A MFG DATE OF ~~12/15/06~~ DEC/06  
A SHIP DATE OF 01/07  
THE LABEL STATED 3 YEAR  
FREE REPLACEMENT



**CapitalOne®** auto finance<sup>SM</sup>

Pg 74 of 93

Reference #: 0000955701  
4030019Capital One Auto Finance, Inc.  
P. O. Box 93016  
Long Beach, CA 90809-3016

08/29/06



9543

TRACY WOODY  
1322 HOLMAN STREET  
RALEIGH, NC 27601

Dear TRACY WOODY,

Congratulations on your recent vehicle purchase. We sincerely hope that your new CHEVROLET will provide you with many years of reliable service.

Your dealer has assigned your account to Capital One Auto Finance, Inc. (COAF) or COAF's subsidiary, Onyx Acceptance Corporation, and COAF is servicing your account. You will be receiving a monthly billing statement 7 - 10 days prior to your due date, which will make it convenient to mail your payments each month. However, if you have not received the statement by your first payment date of 10/03/06, please mail the payment directly to us so that it arrives by the scheduled due date.

The address for your payment is:

Capital One Auto Finance, Inc.  
P. O. Box 93016  
Long Beach, CA 90809-3016

The following disclosures apply to your loan:

Loan Account Number: 4830323

Loan Type Number: 1001

Maturity date: 09/03/12

Payment Amount: \$467.88

Annual Percentage Rate: 10.09%

As a condition of your finance contract, please remember to keep us informed of any address or telephone number changes. You must also keep your vehicle insured for physical damage during the term of the finance contract with a minimum policy term of six months. All renewals of your physical damage insurance should have a minimum policy term of six months.

Please include your loan account number on any payment or correspondence you send us. To protect your credit, plan on making your payments on time. If you have any questions concerning your account, you may call us toll free at 1-800-946-0332. We may monitor and record all contacts with you to assure quality service.

Very truly yours,

Capital One Auto Finance, Inc.

Contr 1001-01  
73 mos.

**FARM & RANCH AUTO SALES, INC.** Pg 75 of 93

4328 Louisburg Rd.  
Raleigh, NC 27604  
(919) 876-7286

08 9/2006  
Date  
TRACY MICHAEL R. Put chaser's Name  
1322 HOLMAN ST  
City Raleigh State NC 27601-  
County Wake Zip  
919-828-1568 Res. Phone 919-349-3418 Bus. Phone

PLEASE ENTER MY ORDER FOR THE FOLLOWING  
☐ NEW or ☒ USED ☐ CAR or ☒ TRUCK

YEAR 2003	MAKE Chevrolet	MODEL	DOORS Subur	COLOR	
SERIAL NUMBER	3CNEC16ZX3G268568				
STOCK NO.	SALESMAN STEVE		DEAL NO.		
INSURANCE COVERAGE					
NAME OF INSURANCE CO. ERIE INSURANCE					
NAME OF AGENCY					
ADDRESS OF AGENCY					
PHONE NO. OF AGENCY 919-8					
NAME OF PERSON TO CONTACT (AGENT)					
POLICY NUMBER Q080120967					
DESCRIPTION OF TRADE IN					
YEAR	MAKE	MODEL	DOORS	COLOR	MILEAGE
SERIAL NUMBER					
DESCRIPTION OF SECOND TRADE IN					
YEAR	MAKE	MODEL	DOORS	COLOR	MILEAGE
SERIAL NUMBER					
PAY OFF INFORMATION					
LENDER					
ADDRESS					
PERSON TO CONTACT		PHONE NUMBER ( )			
AMOUNT		GOOD N/A UNTIL		VERIFIED BY	
* The customer services represent costs and profits to the seller/dealer for items such as inspecting, cleaning maintaining and adjusting new and used vehicles					
<b>FOR USED CARS ONLY</b>					
<b>USED CAR BUYERS GUIDE. THE INFORMATION YOU SEE. ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.</b>					

CASH PRICE OF CAR	23995.00	
MILEAGE	52106	
CASH PRICE		23995.00
* CUSTOMER SERVICES		299.50
TAX		719.85
REGISTRATION/TITLE LICENSE PROCUREMENT FEE		74.00
1. TOTAL CASH PRICE DELIVERED	25088.35	
2. CASH DOWN PAYMENT	DEPOSIT ON ORDER	N/A
	CASH ON DELIVERY	N/A
3. TRADE IN		N/A
LESS BALANCE OWING TO		N/A
4. TOTAL DOWN PAYMENT (2+3)	N/A	
5. UNPAID BALANCE OF CASH PRICE (1-4)	25088.35	
6. OTHER CHARGES	INSURANCE	N/A
		N/A
7. UNPAID BALANCE (AMOUNT FINANCED) (5+6)	25088.35	

**MOST LENDERS  
REQUIRE 25%  
DOWN**

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side and that this Order cancels and supercedes any prior agreement and as of the date hereof, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. Purchaser by his exclusion of and has received a true copy of this Order.

PURCHASER'S SIGNATURE

DATE

ED BY

DEALER OR HIS AUTHORIZED REPRESENTATIVE

# THIS IS A CONSUMER CREDIT DOCUMENT

Dealer Number \_\_\_\_\_ Contract Number \_\_\_\_\_

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) <b>TRACY MITCHELLE WOODY</b>  1322 HOLMAN ST RALEIGH, NC 27601- WAKE	Creditor - Seller (Name and Address) <b>FARM &amp; RANCH AUTO SALES INC</b> 4328 LOUISBURG ROAD RALEIGH NC 27604-
--	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
	2003	Chevrolet	3GNEC162X3G268568	<input checked="" type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
10.09 %	\$ 8599.01	\$ 25088.35	\$ 33687.36	\$ 33687.36

### Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	467.88	Monthly beginning 10/03/2006

Or As Follows:

**Late Charge.** If payment is not received in full within 10 days after it is due, you will pay a late charge of 5 % of the part of the payment that is late. If the vehicle is primarily for personal, family, household, or agricultural use, the maximum charge for each late payment will be \$ 6.00.

**Prepayment.** If you pay off all your debt early, you will not have to pay a penalty.

**Security Interest.** You are giving a security interest in the vehicle being purchased.

**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

### ITEMIZATION OF AMOUNT FINANCED

- Cash Price (including \$ 719.85 sales tax) \$ 24714.85 (1)
- Total Downpayment =  
 Trade-in (Year) (Make) (Model)  
 Gross Trade-In Allowance \$ N/A  
 Less Pay Off Made By Seller \$ N/A  
 Equals Net Trade In \$ .00  
 + Cash \$ N/A  
 + Other \$ N/A  
 (If total downpayment is negative, enter "0" and see 4H below) \$ .00 (2)  
 \$ 24714.85 (3)
- Unpaid Balance of Cash Price (1 minus 2)
- Other Charges Including Amounts Paid to Others on Your Behalf  
 (Seller may keep part of these amounts):  
 A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.  
 Life \$ N/A  
 Disability \$ N/A \$ N/A

**Insurance.** You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below. Your decision to buy or not buy other insurance will not be a factor in the credit approval process. If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

### Optional Credit Insurance

- ☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both  
☐ Credit Disability (Buyer Only)

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name \_\_\_\_\_

Home Office Address \_\_\_\_\_

**Credit life insurance and credit disability insurance are not required to obtain credit.** Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

### Other Insurance

☐ N/A Type of Insurance N/A Term

Premium \$ N/A

Insurance Company Name \_\_\_\_\_



E Government Taxes Not Included in Cash Price  
\$  
F Government License and/or Registration Fees  
LIC: 34.00  
\$ 34.00  
G Government Certificate of Title Fees  
\$ 10.00  
H Other Charges (Seller must identify who is paid and describe purpose)  
to for Prior Credit or Lease Balance \$  
to for \$  
to FARM & RAN for DOC FEE \$ 299.50  
to for \$  
to for \$  
to for \$  
to for \$  
to for \$

Total Other Charges and Amounts Paid to Others on Your Behalf \$ (4)

5 Amount Financed (3 + 4) \$ 25088.35 (5)

I want the insurance checked above.

X  
Buyer Signature Date

X  
Co-Buyer Signature Date

**THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.**

**Returned Check Charge:** You agree to pay a charge of \$ 25.00 if any check you give us is dishonored.

☐ **VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance):** If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. **You may choose the insurance company through which the VSI insurance is obtained.** If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in Item 4B of the ITEMIZATION OF AMOUNT FINANCED. The coverage is for the initial term of the contract.

**OPTION:** ☐ You pay no finance charge if the amount financed, item 5, is paid in full on or before N/A, Year . SELLERS INITIALS

**NO COOLING OFF PERIOD**

**State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.**

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. — Buyer Signs X Co-Buyer Signs X  
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.  
**See back for other important agreements.**

**NOTICE TO RETAIL BUYER:** Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

**You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.**

Buyer Signs X Date 08/19/06 Co-Buyer Signs X Date

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X Address 4328 LOUISBURG ROA PALETON NC 27004  
Seller signs FARM & RANCH AUTO SALES INC Date 08/19/06 By X Title

Seller assigns its interest in this contract to N/A ACCEPTANCE CORP (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☐ Assigned without recourse ☐ Assigned with limited recourse

FARM & RANCH AUTO SALES INC Seller By Title



VORTEC 5300 V8 FLEX FUEL ENGINE  
 4-SPD AUTOMATIC TRANSMISSION  
 EXTERIOR DK GRAY METALLIC  
 INTERIOR GRAY TRIM

**CHEVY**

Division of General Motors Corporation

MANUFACTURER'S SUGGESTED RETAIL PRICE

**STANDARD VEHICLE PRICE**  
 Options Installed by Manufacturer

**\$36,830.00**

**STANDARD EQUIPMENT**  
 Items Featured Below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- SAFETY AND SECURITY FEATURES
- DUAL LEVEL FRONT DRIVER & RT FRONT PASSENGER AIR BAG WITH RT FRT PASSENGER SENSING SYSTEM
- 4 WHEEL DISC BRAKES WITH ABS
- POWER DOOR LOCKS WITH KEY FOB
- DAYTIME RUNNING LIGHTS
- AUTOMATIC HEADLAMPS
- INTEGRATED SAFETY BELTS
- THEFT DETERRENT IGNITION
- CHILDPROOF REAR DOOR LOCKS
- DRIVER LOCKOUT PREVENTION
- FOG LAMPS
- CONVENIENCE FEATURES
- NO DEDUCTIBLE BUMPER-BUMPER 3 YEAR/36,000 MILE LIMITED WARRANTY SEE DLR FOR DETAILS
- POWER WINDOWS
- POWER DRIVER FRONT SEAT
- FRONT SPLIT BENCH SEAT
- TRI-ZONE MANUAL AIR COND

- AUXILIARY REAR HEAT
- AM/FM RADIO WITH CASS & CD
- TILT STEERING WHEEL
- CRUISE CONTROL
- ROOF MOUNTED CARRIER RAILS
- REAR WINDOW DEFOGGER
- SIDE MOUNTED ASSIST STIEPS
- CARPETED FLOOR MATS
- UNDERBODY MOUNTED SPARE TIRE
- POWER & HEATED OUTSIDE MIRRORS
- 24 HOUR ROADSIDE ASSISTANCE
- GAUGE PACKAGE W/TACHOMETER
- VEH FUNCTION MONITORING SYSTEM
- INSIDE MIRROR W/COMPASS & TEMP
- POWERTRAIN/CHASSIS FEATURES
- AUTO TRANS WITH TOW/HAUL MODE
- 16" TIRES AND ALUMINUM WHEELS
- LOAD LEVELING SHOCK ABSORBERS
- EXTENDED LIFE ENGINE COOLANT
- STAINLESS STEEL EXHAUST

Compare this vehicle to others in the FREE FUEL ECONOMY GUIDE available at the dealer

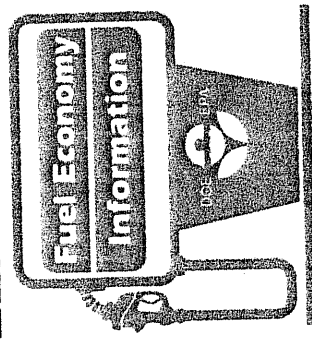
**GASOLINE  
CITY MPG**

**14**

**FLEXIBLE FUEL\***

**GASOLINE  
HIGHWAY MPG**

**18**



Actual mileage will vary with options, driving conditions, driving habits and vehicle condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between 11 and 17 mpg in the city and between 15 and 21 mpg on the highway.

2003 C1500 SUBURBAN 2WD  
 5.3 LITER V8 ENGINE  
 FUEL INJECTION, AUTOMATIC  
 4 SPD ELECTRONIC TRANS  
 CATALYST, FEEDBACK FUEL SYSTEM  
 ESTIMATED ANNUAL FUEL COST: \$1551

For comparison shopping, all vehicles classified as SPECIAL PURPOSE have been issued mileage ratings ranging from 10 to 21 mpg city and 13 to 31 mpg highway. All fuel economy values on this label pertain to GASOLINE fuel usage. ETHANOL (E15) fuel usage will yield different values See the free Fuel Economy

- SUBURBAN LT PREFERRED EQUIPMENT GROUP:
- \* 6 WAY POWER HEATED BUCKET SEATS WITH DRIVER MEMORY INCLUDES POWER ADJUST PEDALS IN DASH 6 CD PLAYER
- REAR SEAT AUDIO CONTROLS & BOSE (R) PREMIUM SPEAKERS
- \* 1ST AND 2ND ROW LEATHER SEATING SURFACES
- \* PWR FOLD AND ADJUST HEATED OUTSIDE MIRROR WITH TURN SIG AND DRIVER SIDE AUTO DIMMING
- \* ELECTRONIC CLIMATE CONTROL
- \* ONSTAR COMMUNICATIONS SYSTEM INCL 1YR SAFE & SOUND PLAN
- \* STEERING WHL MOUNTED CONTROL 7000 LBS GVW RATING
- FEDERAL/NY/VT EMISSIONS
- REAR AXLE - 3.73 RATIO
- P265/70R16 BW TIRES
- CARGO DOORS

**TOTAL OPTIONS**

NO CHARGE  
 NO CHARGE  
 NO CHARGE  
 NO CHARGE  
 NO CHARGE  
 4,130.00

**TOTAL VEHICLE & OPTIONS**  
**\$40,960.00**

SUBURBAN 1500 - 2WD

C 5300 V8 FLEX FUEL ENGINE

EXTERIOR

DK GRAY METALLIC

AUTOMATIC TRANSMISSION

INTERIOR

GRAY TRIM

**STANDARD EQUIPMENT**

Standard equipment below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

**VEHICLE AND SECURITY FEATURES**  
• LEVEL FRONT DRIVER & RT PASSENGER AIR BAG WITH PASSENGER SENSING SYSTEM  
• HEEL DISC BRAKES WITH ABS  
• REAR DOOR LOCKS WITH KEY FOB  
• TIME RUNNING LIGHTS  
• OMATIC HEADLAMPS  
• GRATED SAFETY BELTS  
• FT DETERRENT IGNITION  
• DPROOF REAR DOOR LOCKS  
• REAR LOCKOUT PREVENTION LAMPS  
• ENIENCE FEATURES  
• DEDUCTIBLE BUMPER-BUMPER  
• AR/36,000 MILE LIMITED WARRANTY SEE DLR FOR DETAILS  
• VER WINDOWS  
• VER DRIVER FRONT SEAT  
• INT SPLIT BENCH SEAT  
• ZONE MANUAL AIR COND

**AUXILIARY REAR HEAT**  
• AM/FM RADIO WITH CASS & CD  
• TILT STEERING WHEEL  
• CRUISE CONTROL  
• ROOF MOUNTED CARRIER RAILS  
• REAR MOUNTED DEFOGGER  
• SIDE MOUNTED ASSIST STEPS  
• CARPETED FLOOR MATS  
• UNDERBODY MOUNTED SPARE TIRE  
• POWER & HEATED OUTSIDE MIRRORS  
• 24 HOUR ROADSIDE ASSISTANCE  
• GAUGE PACKAGE W/TACHOMETER  
• VEH FUNCTION MONITORING SYSTEM  
• INSIDE MIRROR W/COMPASS & TEMP  
• POWERTRAIN/CHASSIS FEATURES  
• AUTO TRANS WITH TOW/HAUL MODE  
• 16" TIRES AND ALUMINUM WHEELS  
• LOAD LEVELING SHOCK ABSORBERS  
• EXTENDED LIFE ENGINE COOLANT  
• STAINLESS STEEL EXHAUST

this vehicle to others in the FREE FUEL ECONOMY GUIDE available at the dealer.

**GASOLINE  
CITY MPG**

**14**

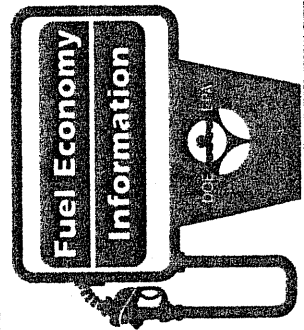
age will vary with  
living conditions,  
city and vehicle  
Results reported to  
te that the majority  
with these estimates  
between

mpg in the city  
between

**FLEXIBLE FUEL \***

**GASOLINE  
HIGHWAY MPG**

**18**

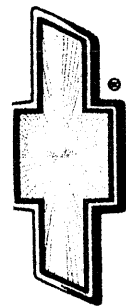


2003 C1500 SUBURBAN 2WD  
5.3 LITER V8 ENGINE  
FUEL INJECTION, AUTOMATIC  
4 SPD ELECTRONIC TRANS  
CATALYST, FEEDBACK FUEL SYSTEM

ESTIMATED ANNUAL FUEL COST: \$1551

For comparison shopping,  
all vehicles classified as  
SPECIAL PURPOSE  
have been issued mileage  
ratings ranging from  
10 to 25 mpg city and  
13 to 31 mpg highway.

All fuel economy values  
on this label pertain to  
GASOLINE fuel usage.  
ETHANOL (E85) fuel usage



The Most Dependable, Longest-Lasting Trucks.  
**CHEVY TRUCKS**

Division of General Motors Corporation

MANUFACTURER'S SUGGESTED RETAIL PRICE

**STANDARD VEHICLE PRICE**

Options Installed by Manufacturer

**\$36,830.00**

SUBURBAN LT PREFERRED EQUIPMENT GROUP: 4,130.00

- \* 6 WAY POWER HEATED BUCKET SEATS WITH DRIVER MEMORY
- INCLUDES POWER ADJUST PEDALS IN DASH 6 CD PLAYER
- REAR SEAT AUDIO CONTROLS & BOSE (R) PREMIUM SPEAKERS
- \* 1ST AND 2ND ROW LEATHER SEATING SURFACES
- \* PWR FOLD AND ADJUST HEATED OUTSIDE MIRROR WITH TURN SIG AND DRIVER SIDE AUTO DIMMING
- \* ELECTRONIC CLIMATE CONTROL
- \* ONSTAR COMMUNICATIONS SYSTEM INCL 1YR SAFE & SOUND PLAN
- \* STEERING WHL MOUNTED CONTROL
- 7000 LBS GVW RATING
- FEDERAL/NY/VT EMISSIONS
- REAR AXLE - 3.73 RATIO
- P265/70R16 BW TIRES
- CARGO DOORS

NO CHARGE  
NO CHARGE  
NO CHARGE  
NO CHARGE  
NO CHARGE

**TOTAL OPTIONS 4,130.00**

**Items Featured Below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right**

**SAFETY AND SECURITY FEATURES**

- DUAL LEVEL FRONT DRIVER & RT FRONT PASSENGER AIR BAG WITH FRT FRT PASSENGER SENSING SYSTEM
- 4 WHEEL DISC BRAKES WITH ABS
- POWER DOOR LOCKS WITH KEY FOB
- DAYTIME RUNNING LIGHTS
- AUTOMATIC HEADLAMPS
- INTEGRATED SAFETY BELTS
- THEFT DETERRENT IGNITION
- CHILDPROOF REAR DOOR LOCKS
- DRIVER LOCKOUT PREVENTION
- FOG LAMPS

**CONVENIENCE FEATURES**

- NO DEDUCTIBLE BUMPER-BUMPER 3 YEAR/36,000 MILE LIMITED WARRANTY SEE DLR FOR DETAILS
- POWER WINDOWS
- POWER DRIVER FRONT SEAT
- FRONT SPLIT BENCH SEAT
- TRI-ZONE MANUAL AIR COND

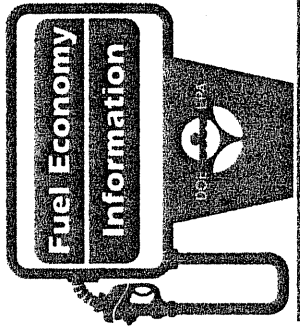
- AUXILIARY REAR HEAT
- AM/FM RADIO WITH CASS & CD
- TILT STEERING WHEEL
- CRUISE CONTROL
- ROOF MOUNTED CARRIER RAILS
- REAR WINDOW DEFOGGER
- SIDE MOUNTED ASSIST STEPS
- CARPETED FLOOR MATS
- UNDERBODY MOUNTED SPARE TIRE
- POWER & HEATED OUTSIDE MIRROR
- 24 HOUR ROADSIDE ASSISTANCE
- GAUGE PACKAGE W/TACHOMETER
- VEH FUNCTION MONITORING SYSTEM
- INSIDE MIRROR W/COMPASS & THERMISTOR
- POWERTRAIN/CHASSIS FEATURES
- AUTO TRANS WITH TOW/HAIL MODE
- 16" TIRES AND ALUMINUM WHEELS
- LOAD LEVELING SHOCK ABSORBERS
- EXTENDED LIFE ENGINE COOLANT
- STAINLESS STEEL EXHAUST

Compare this vehicle to others in the **FREE FUEL ECONOMY GUIDE** available at the dealer.

**GASOLINE  
CITY MPG**

4

# FLEXIBLE FUEL\*



**GASOLINE  
HIGHWAY MPG**



Actual mileage will vary with options, driving conditions, driving habits and vehicle condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between

11 and 17 mpg in the city  
and between

**15 and 21 mpg on the highway.**

2003 C1500 SUBURBAN 2WD  
5.3 LITER V8 ENGINE  
FUEL INJECTION, AUTOMATIC  
4 SPD ELECTRONIC TRANS  
CATALYST, FEEDBACK FUEL S

ESTIMATED ANNUAL FUEL COST: \$15551

**For comparison shopping, all vehicles classified as SPECIAL PURPOSE have been issued mileage ratings ranging from 10 to 25 mpg city and 13 to 31 mpg highway.**

**All fuel economy values on this label pertain to GASOLINE fuel usage. ETHANOL (E85) fuel usage will yield different values than gasoline. See the free Fuel Economy Guide for information on ETHANOL (E85).**

**\*This vehicle operates on REGULAR GASOLINE and ETHANOL(E85):**

[www.fueleconomy.gov](http://www.fueleconomy.gov)

DEALER TO WHOM DELIVERED

**HENDRICK CHEVROLET-HUMMER**

100 AUTO MALL DR  
CAPV NC 275

**FINAL ASSEMBLY GTO.MEX**

ORDER NO GBQKQD  
MODEL NO CC15906

**STANDARD VEHICLE PRICE**  
**Options Installed by Manufacturer**

**\$36,3**

**SUBURBAN LT PREFERRED EQUIPMENT GROUP:**

- \* 6 WAY POWER HEATED BUCKET SEATS WITH DRIVER MEMORY INCLUDES POWER ADJUST PEDALS IN DASH 6 CD PLAYER
  - REAR SEAT AUDIO CONTROLS & BOSE (R) PREMIUM SPEAKERS
  - \* 1ST AND 2ND ROW LEATHER SEATING SURFACES
  - \* PWR FOLD AND ADJUST HEATED OUTSIDE MIRROR WITH TURN SIG AND DRIVER SIDE AUTO DIMMING
  - \* ELECTRONIC CLIMATE CONTROL
  - \* ONSTAR COMMUNICATIONS SYSTEM INCL 1YR SAFE & SOUND PLAN
  - \* STEERING WHL MOUNTED CONTROL
- 7000 LBS GVW RATING  
FEDERAL/NY/VT EMISSIONS  
REAR AXLE - 3.73 RATIO  
P265/70R16 BW TIRES  
CARGO DOORS

## TOTAL OPTIONS

**TOTAL VEHICLE & OPTIONS****DESTINATION CHARGE**

**TOTAL VEHICLE PRICE\***

[www.chevrolet.com](http://www.chevrolet.com)

This label has been applied pursuant to Federal law—Do not remove prior to delivery to the ultimate purchaser. \*Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options or accessories not listed above. Total taxes no longer than



The Most Dependable, Longest-Lasting Trucks.

# CHEVY TRUCKS

EXTERIOR DK GRAY METALLIC

INTERIOR GRAY TRIM

Division of General Motors Corporation

GM

MANUFACTURER'S SUGGESTED RETAIL PRICE

## STANDARD VEHICLE PRICE

\$36,830.00

Options Installed by Manufacturer

SUBURBAN LT PREFERRED EQUIPMENT 4,130.00

### GROUP:

- \* 6 WAY POWER HEATED BUCKET SEATS WITH DRIVER MEMORY INCLUDES POWER ADJUST PEDALS IN DASH 6 CD PLAYER REAR SEAT AUDIO CONTROLS & BOSE (R) PREMIUM SPEAKERS
- \* 1ST AND 2ND ROW LEATHER SEATING SURFACES
- \* PWR FOLD AND ADJUST HEATED OUTSIDE MIRROR WITH TURN SIG AND DRIVER SIDE AUTO DIMMING
- \* ELECTRONIC CLIMATE CONTROL
- \* ONSTAR COMMUNICATIONS SYSTEM INCL 1YR SAFE & SOUND PLAN
- \* STEERING WHL MOUNTED CONTROL

7000 LBS GVW RATING

NO CHARGE

FEDERAL/NY/VT EMISSIONS

NO CHARGE

REAR AXLE - 3.73 RATIO

NO CHARGE

P265/70R16 BW TIRES

NO CHARGE

CARGO DOORS

NO CHARGE

TOTAL OPTIONS

4,130.00

CHARGE in the Standard Vehicle Price Shown at Right

- AUXILIARY REAR HEAT
- AM/FM RADIO WITH CASS & CD
- TILT STEERING WHEEL
- CRUISE CONTROL
- ROOF MOUNTED CARRIER RAILS
- REAR WINDOW DEFOGGER
- SIDE MOUNTED ASSIST STEPS
- CARPETED FLOOR MATS
- UNDERBODY MOUNTED SPARE TIRE
- POWER & HEATED OUTSIDE MIRRORS
- 24 HOUR ROADSIDE ASSISTANCE
- GAUGE PACKAGE W/TACHOMETER
- VEH FUNCTION MONITORING SYSTEM
- INSIDE MIRROR W/COMPASS & TEMP
- POWERTRAIN/CHASSIS FEATURES
- AUTO TRANS WITH TOW/HAUL MODE
- 16" TIRES AND ALUMINUM WHEELS
- LOAD LEVELING SHOCK ABSORBERS
- EXTENDED LIFE ENGINE COOLANT
- STAINLESS STEEL EXHAUST

FUEL ECONOMY GUIDE available at the dealer

## BLE FUEL\*

GASOLINE  
HIGHWAY MPG

# 18

Economy  
Information



UBURBAN 2WD  
ENGINE  
ON, AUTOMATIC  
RONIC TRANS  
FEEDBACK FUEL SYSTEM

For comparison shopping,  
all vehicles classified as  
SPECIAL PURPOSE  
have been issued mileage  
ratings ranging from  
10 to 25 mpg city and  
13 to 31 mpg highway.

All fuel economy values  
on this label pertain to  
GASOLINE fuel usage.

ETHANOL (E85) fuel usage  
will yield different values  
See the free Fuel Economy  
Guide for information on  
ETHANOL (E85)

ANNUAL FUEL COST: \$1551

ILAR GASOLINE and ETHANOL (E85).

eleconomy.gov

TOTAL VEHICLE & OPTIONS \$40,960.00

DESTINATION CHARGE 815.00

TOTAL VEHICLE PRICE\* \$41,775.00

www.chevrolet.com

FINAL ASSEMBLY GTO. MEX

ORDER NO GBQKQD  
MODEL NO CC15906  
SALES CODE E  
DEALER NO 16-153

J 3GNEC167Y3G268568

This label has been applied pursuant to Federal law—Do not remove prior to delivery to the ultimate purchaser. \*Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options or accessories not listed above, local taxes or license fees.  
10335604 ©2002 General Motors Corporation.

DI

CADPlus  
By EDS, Inc.

Printed By: MBG3004

Dispatch Inquiry  
06/04/09 10:15

Agency : CClass :  
Begin : 01/01/09 00:00:00 Neigh :  
End : 06/04/09 10:14:03 Distrc: :  
Status : Group :  
Recvd : Officer:  
Busness:

Address: 4720\*\*VALLEY STREAM\*DR\*

Report	Address	Officer	Date	Time	Dsp	Call Class
		Dispatch ID				
1	4720	VALLEY STREA WINKLE, M	03/21	20:30	C	SECURITY CHECK
2	4720	VALLEY STREA VENISHEL,	03/24	16:45	C	SUSPICIOUS VEHICLE
3 P09038589	4720	VALLEY STREA MACARIO,	03/27	10:32	CX	TALK WITH OFFICER
4	4720	VALLEY STREA MACARIO,	03/28	14:57	C	FOLLOW-UP INVESTIG
5	4720	VALLEY STREA OGDEN, C.	04/01	14:25	E	SUSPICIOUS VEHICLE
6	4720	VALLEY STREA	04/19	18:40	REPO	REPO

*Capitalone  
repossession*



*Exhibit II*



Capital One, N.A.  
PO Box 85870  
Richmond, VA 23285-5870

May 14, 2009

Jessica Heironimus  
Department of Justice  
9001 Mail Service Center  
Raleigh, NC 27699-9001

File No. 0905567  
Our Case No. 10000792208900

Dear Ms. Heironimus:

I am writing in regards to the complaint that was filed with your office by Ms. Tracy Woody. We appreciate you bringing this matter to our attention. We take great care to ensure that important matters such as these are appropriately addressed.

As we understand her complaint, she purchased a 2003 SUV in August of 2008, using Capital One Auto Finance ("COAF") as her lender. Within four months of her purchase, she began to experience multiple mechanical difficulties with the SUV. In addition, she mentions multiple discrepancies with her loan contract and application process. These are noted below:

1. COAF advised the Bankruptcy court that her annual percentage rate was 7.00%, when her contract indicates a 10.09% rate.
2. Sales contract term is 72 months but her payments total 73
3. She states that she had a Consumer Fraud Alert on her credit report at the time of her application, but COAF did not contact her before the loan was opened to confirm she was the applicant

As a result of the above stated discrepancies and the vehicles mechanical issues, she is asking that COAF agree to waive the remaining balance on her auto loan and reimburse her for all of her payments.

Ms. Heironimus, first and foremost, we certainly regret to hear of any mechanical difficulties Ms. Woody may be experiencing with her vehicle. We have reviewed her contract and our records do not indicate that she obtained a service warranty at the time of her purchase. Please understand that COAF does not guarantee the condition of the vehicle, and it is her responsibility to have the necessary inspections completed prior to her purchase. In addition, please find our response to her above listed concerns below:

1. We recommend that she speak with her trustee for any Bankruptcy concerns she may have. Our contract indicates a rate of 10.09%.
2. We have confirmed that her contract (Copy enclosed) indicates her term is 72 months; however, please see the paragraph labeled Finance Charge and Payments, section b, which states:

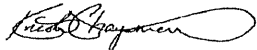
"Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment."

3. Please note that our policy is to contact and properly verify that a consumer truly submitted an application prior to proceeding with a complete approval if there is a Consumer Fraud Alert on their credit report.

We did not find any errors in the servicing of this loan. As a result, we are unable to honor her request to waive the remaining balance on her loan, or reimburse her for all monthly payments.

We regret any inconvenience this matter may have caused Ms. Woody. If you have additional questions, please contact me at 972-295-1655.

Sincerely,



Krista Chapman  
On behalf of Capital One, N.A.

Enclosure

cc:

Tracy Woody  
4908 Valley Place  
Raleigh, NC 27604



RETAIL INSTALLMENT SALE CONTRACT  
SIMPLE FINANCE CHARGE  
THIS IS A CONSUMER CREDIT DOCUMENT

Dealer Number \_\_\_\_\_ Contract Number \_\_\_\_\_

Buyer (and Co-Buyer) Name and Address (including County and Zip Code) <b>TRACY MICHELLE WOODY</b>  <b>1322 HOLMAN ST</b> <b>RALEIGH, NC 27601-</b>	Creditor - Seller (Name and Address) <b>FARM &amp; RANCH AUTO SALES INC</b> <b>4328 LOUISBURG ROAD</b> <b>RALEIGH NC 27604-</b>
--	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
	2003	Chevrolet	3GNEC16X3G268568	<input checked="" type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ .00
10.09 %	\$ 8599.01	\$ 25088.35	\$ 33687.36	\$ 33687.36

Your Payment Schedule Will Be:		
Number of Payments	Amount of Payments	When Payments Are Due
72	467.88	Monthly beginning 10/03/2006

Or As Follows:

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5 % of the part of the payment that is late. If the vehicle is primarily for personal, family, household, or agricultural use, the maximum charge for each late payment will be \$ 8.00

Prepayments. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required payment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED		
1. Cash Price (including \$ 719.85 sales tax)		\$ 24714.85 (1)
2. Total Downpayment =		
Trade-In	(Year) (Make) (Model)	
Gross Trade-In Allowance		\$ N/A
Less Pay Off Made By Seller		\$ N/A
Equals Net Trade In		\$ .00
+ Cash		\$ N/A
+ Other		\$ N/A
(If total downpayment is negative, enter "0" and see 4(f) below)		\$ .00 (2)
3. Unpaid Balance of Cash Price (1 minus 2)		\$ 24714.85 (3)
4. Other Charges Including Amounts Paid to Others on Your Behalf		
(Seller may keep part of these amounts):		
A. Cost of Optional Credit Insurance Paid to Insurance Company or Companies:		
Life \$ N/A		\$ N/A
Disability \$ N/A		\$ N/A
B. Vendor's Single Interest Insurance Paid to Insurance Company		\$ N/A
C. Other Insurance Paid to the Insurance Company		\$ N/A
D. Official Fees Paid to Government Agencies		\$ N/A
E. Government Taxes Not Included in Cash Price		\$ N/A
F. Government License and/or Registration Fee		\$ 34.00
LIC: 34.00		\$ 34.00
G. Government Certificate of Title Fee		\$ 40.00
H. Other Charges (Seller must identify who is paid and describe purpose)		
to for Prior Credit or Lease Balance		\$ N/A
to for		\$ N/A
to for DOC FEE		\$ 299.50
to for		\$ N/A
to for		\$ N/A
to for		\$ N/A
to for		\$ N/A
Total Other Charges and Amounts Paid to Others on Your Behalf		\$ 373.50 (4)
5. Amount Financed (3 + 4)		\$ 25088.35 (5)

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required in checked below. Your decision to buy or not buy other insurance will not be a factor in the credit approval process. If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability (Buyer Only)

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name \_\_\_\_\_

Home Office Address \_\_\_\_\_

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Insurance

☐ N/A N/A

Type of Insurance \_\_\_\_\_ Term \_\_\_\_\_

Premium \$ N/A

Insurance Company Name \_\_\_\_\_

Home Office Address N/A

I want the insurance checked above.

☒ Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

☒ Co-Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

Returned Check Charge: You agree to pay a charge of \$ 25.00 if any check you give us is dishonored.

☐ VENDOR'S SINGLE INTEREST INSURANCE (VSI Insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in Item 4B of the ITEMIZATION OF AMOUNT FINANCED. The coverage is for the initial term of the contract.

OPTION: ☐ You pay no finance charge if the amount financed, Item 5, is paid in full on or before N/A, Year \_\_\_\_\_, SELLER'S INITIALS \_\_\_\_\_

**NO COOLING OFF PERIOD**

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs Tracy Woody Co-Buyer Signs X

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See back for other important agreements.

**NOTICE TO RETAIL BUYER:** Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs Tracy Woody Date 08/19/06 Co-Buyer Signs X Date \_\_\_\_\_

Co-Buyers and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X Address 4328 LOUISBURG ROAD RALEIGH NC 27604-

Seller signs FARM & RANCH AUTO SALES INC Date 08/19/06 By [Signature] Title Owner

Seller assigns its interest in this contract to CONYX ACCEPTANCE CORP (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☐ Assigned without recourse ☐ Assigned with limited recourse

FARM & RANCH AUTO SALES INC By [Signature] Title Owner

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

- If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- Security Interest.**  
You give us a security interest in:  
  - The vehicle and all parts or goods installed in it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.
- Insurance you must have on the vehicle.**  
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and charge you must pay. The charge will be the cost of the insurance and a finance charge at the Annual Percentage Rate shown on the front of this contract.  
If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- What happens to returned insurance, maintenance, service, or other contract charges.** If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- You may owe late charges.** You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:  
  - You do not pay any payment on time;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay reasonable attorney's fees and court costs as permitted by law.
- We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

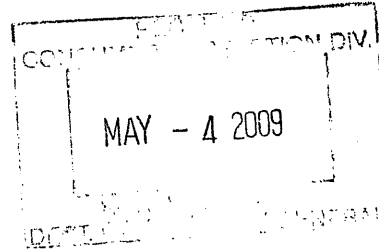
Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.  
This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

- Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.  
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.
- Applicable Law.** Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the "personal, family or household" or "agricultural" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Farm and Ranch Auto Sales, Inc.  
4328 Louisburg Road  
Raleigh, NC 27604  
(919)876-7286



State of North Carolina  
Department of Justice  
9001 Mail Service Center  
Raleigh, NC 27699-9001

Re: File No. 0905567  
Tracy Woody

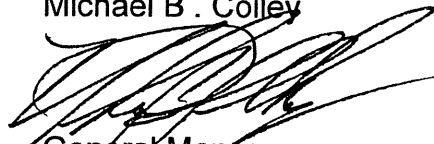
Attn: Jessica Heironimus

April 27, 2009

Ms. Heironimus,

I am in receipt of the above complaint. Unfortunately, a response is difficult because the complaint itself is not legible. I can however respond that this vehicle was purchased 8-19-06 with 52,106 miles at the time of delivery. The vehicle was sold with a 60 day or 2000 mile warranty. This time frame and mileage has expired. This customer is lodging a complaint 32 months after the purchase of a vehicle that now has over 80,000 miles on it. We feel the complaint is invalid and should be closed. If I can be of further assistance, please feel free to contact me.

Thank you,  
Michael B. Colley



General Manager

manufacturer written notice of his intent to bring an action against the manufacturer at least 10 days prior to filing such suit. Nothing in this section shall prevent a manufacturer from requiring a consumer to utilize an informal settlement procedure prior to litigation if that procedure substantially complies in design and operation with the Magnuson-Moss Warranty Act, 15 USC § 2301 et seq., and regulations promulgated thereunder, and that requirement is written clearly and conspicuously, in the written warranty and any warranty instructions provided to the consumer. (1987, c. 385.)  
§ 20-351.8. Remedies.

In any action brought under this Article, the court may grant as relief:

A permanent or temporary injunction or other equitable relief as the court deems just;

Monetary damages to the injured consumer in the amount fixed by the verdict. Such damages shall be trebled upon a finding that the manufacturer unreasonably refused to comply with G.S. 20-351.2 or G.S. 20-351.3. The jury may consider as damages all items listed for refund under G.S. 20-351.3;

A reasonable attorney's fee for the attorney of the prevailing party, payable by the losing party, upon a finding by the court that: a. The manufacturer unreasonably failed or refused to fully resolve the matter which constitutes the basis of such action; or b. The party instituting the action knew, or should have known, the action was frivolous and malicious. (1987, c. 385.)

§ 20-351.9. Dealership liability.

No authorized dealer shall be held liable by the manufacturer for any refunds or vehicle replacements in the absence of evidence indicating that dealership repairs have been carried out in a manner substantially inconsistent with the manufacturers' instructions. This Article does not create any cause of action by a consumer against an authorized dealer. (1987, c. 385.)

§ 20-351.10. Preservation of other remedies.

This Article does not limit the rights or remedies which are otherwise available to a consumer under any other law. (1987, c. 385.)

#### The Magnuson-Moss Warranty Act

The Magnuson-Moss Warranty Act is a Federal Law that protects the buyer of any product which costs more than \$25 and comes with an express written warranty. This law applies to any product that you buy that does not perform as it should.

Your car is a major investment, rationalized by the peace of mind that flows from its expected dependability and safety. Accordingly, you are entitled to expect an automobile properly constructed and regulated to provide reasonably safe, trouble-free, and dependable transportation - regardless of the exact make and model you bought. Unfortunately, sometimes these principles do not hold true and defects arise in automobiles. Although one defect is not actionable, repeated defects are as there exists a generally accepted rule that unsuccessful repair efforts render the warrantor liable. Simply put, there comes a time when "enough is enough" - when after having to take your car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, you are entitled to say, 'That's all,' and revoke, notwithstanding the seller's repeated good faith efforts to fix the car. The rationale behind these basic principles is clear: once your faith in the vehicle is shaken, the vehicle loses its real value to you and becomes an instrument whose integrity is impaired and whose operation is fraught with apprehension. The question thus becomes when is "enough"?

As you know, enough is never enough from your warrantor's point of view and you should simply continue to have your defective vehicle repaired - time and time again. However, you are not required to allow a warrantor to tinker with your vehicle indefinitely in the hope that it may eventually be fixed. Rather, you are entitled to expect your vehicle to be repaired within a reasonable opportunity. To this end, both the federal Moss Warranty Act, and the various state "lemon laws," require repairs to your vehicle be performed within a reasonable opportunity.

Under the Magnuson-Moss Warranty Act, a warrantor should perform adequate repairs in at least two, and possibly three, attempts to correct a particular defect. Further, the Magnuson-Moss Warranty Act's reasonableness requirement applies to your vehicle as a whole rather than to each individual defect that arises. Although most of the Lemon Laws vary from state to state, each individual law usually require a warrantor to cure a specific defect within four to five attempts or the automobile as a whole within thirty days. If the warrantor fails to meet this obligation, most of the lemon laws provide for a full refund or new replacement vehicle. Further, this reasonable number of attempts/reasonable opportunity standard, whether it be that of the Magnuson-Moss Warranty Act or that of the Lemon Laws, is akin to strict liability - once this threshold has been met, the continued existence of a defect is irrelevant and you are still entitled to relief.

One of the most important parts of the Magnuson-Moss Warranty Act is its fee shifting provision. This provision provides that you may recover the attorney fees incurred in the prosecution of your case if you are successful - independent of how much you actually win. That rationale behind this fee shifting provision is twofold: (1) to ensure you will be able to vindicate your rights without having to expend large sums on attorney's fees and (2) because automobile manufacturers are able to write off all expenses of defense as a legitimate business expense, whereas you, the average consumer, obviously does not have that kind of economic staying power. Most of the Lemon Laws contain similar fee shifting provisions.

You may also derive additional warranty rights from the Uniform Commercial Code; however, the Code does not allow you in most states to recover your attorney fees and is also not as consumer friendly as the Magnuson-Moss Warranty Act or the various state lemon laws.

The narrative information on Magnuson-Moss, UCC and lemon laws on these pages is provided by Marshall Meyers, attorney.

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Uniform Commercial Code Summary

The Uniform Commercial Code or UCC has been enacted in all 50 states and some of the territories of the United States. It is the primary source of law in all contracts dealing with the sale of products. The TARR refers to Tender, Acceptance, Rejection, Revocation and applies to different aspects of the consumer's "relationship" with the purchased goods.

TENDER -

The tender provisions of the Uniform Commercial Code contained in Section 2-601 provide that the buyer is entitled to reject any goods that fail in any respect to conform to the contract. Unfortunately, new cars are often technically complex and their innermost workings are beyond the understanding of the average new car buyer. The buyer, therefore, does not know whether the goods are then conforming.

ACCEPTANCE -

The new car buyer accepts the goods believing and expecting that the manufacturer will repair any problem he has with the goods under the warranty.

REJECTION -

The new car buyer may discover a problem with the vehicle within the first few miles of his purchase. This would allow the new car buyer to reject the goods. If the new car buyer discovers a defect in the car within a reasonable time to inspect the vehicle, he may reject the vehicle. This period is not defined. On the one hand, the buyer must be given a reasonable time to inspect and that reasonable time to inspect will be held as an acceptance of the vehicle. The Courts will decide this reasonable time to inspect based on the knowledge and experience of the buyer, the difficulty in discovering the defect, and the opportunity to discover the defect.

The following is an example of a case of rejection: Mr. Zabriskie purchase a new 1966 Chevrolet Biscayne. After picking up the car on Friday evening, while en route to his home 2.5 miles away, and within 7/10ths of a mile from the dealership, the car stalled

and stalled again within 15 feet. Thereafter, the car would only drive in low gear. The buyer rejected the vehicle and stopped payment on his check. The dealer contended that the buyer could not reject the car because he had driven it around the block and that was his reasonable opportunity to inspect. The New Jersey Court said;

To the layman, the complicated mechanisms of today's automobile are a complete mystery. To have the automobile inspected by someone with sufficient expertise to disassemble the vehicle in order to discover latent defects before the contract is signed, is assuredly impossible and highly impractical. Consequently, the first few miles of driving become even more significant to the excited new car buyer. This is the buyer's first reasonable opportunity to enjoy his new vehicle to see if it conforms to what it was represented to be and whether he is getting what he bargained for. How long the buyer may drive the new car under the guise of inspection of new goods is not an issue in the present case because 7/10th of a mile is clearly within the ambit of a reasonable opportunity to inspect. *Zabriskie Chevrolet, Inc. v. Smith*, 240 A. 2d 195 (1968)

It is suggested that Courts will tend to excuse use by consumers if possible.

REVOCATION -

What happens when the consumer has used the new car for a lengthy period of time? This is the typical lemon car case. The UCC provides that a buyer may revoke his acceptance of goods whose non-conformity substantially impairs the value of the goods to him when he has accepted the goods without discovery of a non-conformity because it was difficult to discover or if he was assured that non-conformities would be repaired. Of course, the average new car buyer does not learn of the nonconformity until hundreds of thousands of miles later. And because quality is job one, and manufacturers are competing on the basis of their warranties, the consumer always is assured that any nonconformities he does discover will be remedied.

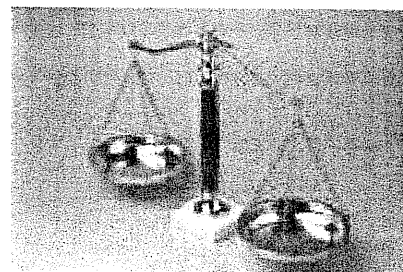
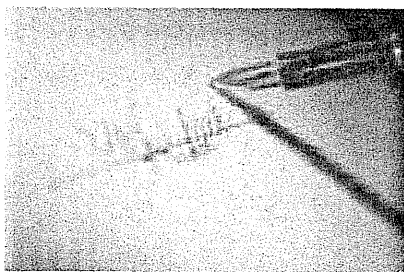
What is a nonconformity substantially impairing the value of the vehicle?

A nonconformity may include a number of relatively minor defects whose cumulative total adds up to a substantial impairment. This is the "Shake Faith" Doctrine first stated in the *Zabriskie* case. "For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension".

A substantial nonconformity may include a failure or refusal to repair the goods under the warranty. In *Durfee V. Rod Baxter Imports*, the Minnesota Court held that the Saab owner that was plagued by a series of annoying minor defects and stalling, which were never repaired after a number of attempts, could revoke, "if repairs are not successfully undertaken within a reasonable time", the consumer may elect to revoke.

Substantial Non Conformity and Lemon Laws often define what may be considered a substantial impairment. These definitions have been successfully used to flesh out the substantial impairment in the UCC.

Additional narrative information on Magnusson-Moss, UCC and lemon laws on these pages is provided by T. Michael Flinn, attorney.



## LAW PROHIBITS UNFAIR AND DECEPTIVE TRADE PRACTICES

by  
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During the nineteenth century in the United States, tremendous economic power became concentrated in the hands of a few individuals. By the latter part of the century, some of these individuals were combining their resources in "trusts" to completely dominate various industries. For example, Standard Oil Company controlled 90% of the lamp-oil refining in the United States; E.C. Knight Company controlled 98% of the nation's sugar refining.

Monopolies meant that a few people had the power to dictate to everybody else; the government saw this action as unfair and took action. In July 1890 Congress passed the Sherman Antitrust Act (named after its author, Senator John Sherman of Ohio) in an attempt to preserve competition and to prevent further concentration of economic power. The Sherman Act prohibits practices which create monopolies or restrain trade by obstructing trade and competition.

As the Sherman Act applied only to interstate and international trade and commerce, many states quickly passed Sherman-like legislation to regulate state practices. Like the federal law, these state statutes were designed to protect the public by suppressing trusts, securing competition, and preventing monopolies.

### STATE REGULATION

Using the Sherman Act as a guide, the North Carolina General Assembly passed laws in 1913 to limit monopolies and trusts. General Statute 75-1 states that "every contract, combination in the form of trust

or otherwise, or conspiracy in restraint of trade or commerce in the State of North Carolina is hereby declared to be illegal." Violation of the statute is a criminal felony.

If North Carolina's statute only prohibited monopolies, it wouldn't be of much use ("trust busting" on a state level isn't very common). These days very few legal actions are filed under the state statute to regulate monopolies and trusts. In addition to regulating monopolies, though, our state law also declares as unlawful "unfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce." Although this portion of the statute is not a criminal offense, the statute provides specific relief to injured parties.

The real muscle behind the unfair or deceptive trade practices statute is the civil remedy. Any person or business injured or destroyed by unfair or deceptive trade practices can sue the perpetrator. To prevail on such a claim, a party must show the following:

1. an unfair or deceptive act or practice, or an unfair method of competition,
2. in or affecting commerce,
3. which proximately caused actual injury to the party or to his business.

If the injured party is awarded damages, the statute automatically trebles, or triples, the damages. The statute even allows a judge to require the unsuccessful side to pay the attorney's fees of the prevailing party.

Because "unfair methods of competition" and "unfair or deceptive trade practices" take so many forms, the statute makes no attempt to list all instances. Instead, courts have held that the existence of unfair acts and practices must be determined from the circumstances of each particular case. As a matter of practice, acts are usually found to be unfair and deceptive when they offend established public policy or are immoral, unethical, oppressive, unscrupulous, or injurious to consumers. Questions as to whether or not the perpetrator intended certain consequences or acted in good or bad faith are irrelevant. The relevant question is what effect the conduct has on the consuming public.

As described above, no precise list of unfair and deceptive acts can be created because each case must be judged on its own facts. However, certain categories of behavior have been found to violate the statute in past cases:

- Fraud or misrepresentation in a commercial setting.
- Situations in which competitors divide up a territory in order to minimize competition.
- Unfair and deceptive acts and practices in the insurance industry.
- Deceiving creditors to extend credit to an individual who is not creditworthy.
- Libeling or slandering someone else's product or business activities.
- The "passing off" of one's goods as those of a competitor.
- Wrongful interference with another's contracts.



- Systematic overcharging of customers.

In an ordinary unfair or deceptive trade practices case, the jury is responsible for determining whether or not the alleged acts were committed. Following this determination, the court must decide as a question of law whether or not the proven facts constitute an unfair or deceptive trade practice.

*This article is intended to provide general information about the topic discussed and is not legal advice or a legal opinion. Specific questions should be directed to a lawyer at Forman Rossabi Black, P.A., or to another attorney.*

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